

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES		
				J	1	2	
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE 16-Sep-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)			
6 ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE W911SR	7 ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) QUALITY MPACT NC. (b) (6) 879 SHELL BLVD APT 104 FOSTER CITY CA 94404-2529				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X	10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0050		
				X	10B. DATED (SEE ITEM 13) 03-Aug-2020		
CODE 8LGMB	FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Assignment of Claims Act of 1940, as amended, 31 U.S.C 3727, 41 U.S.C 6305.							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is: 1) Process Assignment of Claims that was submitted to ACC-APG Edgewood Contracting Division to reflect that payments due or to become due under this contract should be made to Star Funding, Inc. 2) The Assignment of Claims was found to be legally sufficient on 14 September, 2020 by Legal and approved by the Contracting Officer on 16 September, 2020. 3) Add Assignment and Notice of Assignment as attachments to the modification.  All other terms and conditions remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)			16A. CONTRACTING OFFICER (Type or print) (b) (6) / Contracting Officer				
			TEL: _____ EMAIL: (b) (6)				
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 9/16/2020		16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

TABLE OF CONTENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
(b) (4)	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
(b) (4)	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(End of Summary of Changes)



**CONTRACT DATA REQUIREMENTS LIST**  
(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b>	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER <u>General Admin Data</u>
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<b>D. SYSTEM/ITEM</b> Safety Needles and Syringes for COVID-19	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Report, Record of Meeting/Minutes	<b>3. SUBTITLE</b> Kick-Off Meeting Minutes
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81505	<b>5. CONTRACT REFERENCE</b> SOW Para 4.1.1	<b>6. REQUIRING OFFICE</b> JPM CBRN Medical
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<b>7. DD 250 REQ</b> N/A	<b>9. DIST STATEMENT REQUIRED</b> C	<b>10. FREQUENCY</b> OTIME	<b>12. DATE OF FIRST SUBMISSION</b> Refer to Block 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> NO		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Refer to Block 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final

<b>16. REMARKS</b> 4. The Data Item Description (DID) may be obtained from <a href="http://quicksearch.dla.mil/">http://quicksearch.dla.mil/</a> . 9. Distribution Statement C: Distribution authorized to U.S. Government agencies and their Contractors (Administrative or Operational Use). Determination made 20 May 2020. Distribution guidance is included in DOD Instruction 5230.24. 12. & 13. Submit within 5 calendar days after conduct of meeting. 14. Submit as electronic file in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative (COR), (b) (6); the BARDA representative, (b) (6); the SRS Representative, (b) (6); the Contract Specialist* (KS), (b) (6); and, the Contracting Officer* (KO), (b) (6), (b) (6).	JPM CBRN Medical	0	1	0	
	ASPR BARDA	0	1	0	
	ASPR SRS	0	1	0	
	CCAP-SCE*	0	2	0	
	<b>15. TOTAL</b>		0	5	0

<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Certificate of Compliance	<b>3. SUBTITLE</b> Certificate of Analysis and 510(k) Letters
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-81356A (Tailored)	<b>5. CONTRACT REFERENCE</b> SOW Para's 4.1.1.1, 4.1.2	<b>6. REQUIRING OFFICE</b> JPM CBRN Medical
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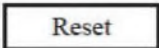
<b>7. DD 250 REQ</b> N/A	<b>9. DIST STATEMENT REQUIRED</b> C	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b> Refer to Block 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> NO		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Refer to Block 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final

<b>16. REMARKS</b> 4. The Data Item Description (DID) may be obtained from <a href="http://quicksearch.dla.mil/">http://quicksearch.dla.mil/</a> . Only paragraphs 10.2.2.a, b, d, e, and f apply, and a Senior Official's signature for verification. The contractor shall include 510(k) letters as appendices to the Certificates of Analysis. 9. Distribution Statement C: Distribution authorized to U.S. Government agencies and their Contractors (Administrative or Operational Use). Determination made 20 May 2020. Distribution guidance is included in DOD Instruction 5230.24. 12. & 13. Initial Submission: Concurrent with proposal. Subsequent submissions: Provide a paper copy of Certificate of Analysis with each shipment. Provide 510(k) Approval Letters Updates if any information from the initial 510(k) Approval Letters is changed/needs to be updated. 14. Distribution copies shall be submitted as electronic files in Microsoft Office (i.e., Word, Excel, Power Point) via email to the Contracting Officer's Representative, (b) (6); the BARDA representative, (b) (6); the SRS Representative, (b) (6); the Contract Specialist* (KS), (b) (6); and, the Contracting Officer* (KO), (b) (6).	JPM CBRN Medical	0	1	0	
	ASPR BARDA	0	1	0	
	ASPR SRS	0	1	0	
	CCAP-SCE*	0	2	0	
	<b>15. TOTAL</b>		0	5	0

<b>G. PREPARED BY</b> (b) (6)	<b>H. DATE</b> 20 May 2020	<b>I. APPROVED BY</b> (b) (6)	<b>J. DATE</b> 20 May 2020
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>









## INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

### FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory.

**Item B.** Self-explanatory.

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

**Item D.** Enter name of system/item being acquired that data will support.

**Item E.** Self-explanatory (to be filled in after contract award).

**Item F.** Self-explanatory (to be filled in after contract award).

**Item G.** Signature of preparer of CDRL.

**Item H.** Date CDRL was prepared.

**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

**Item 1.** See DoD FAR Supplement Subpart 4.71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry).

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item.

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item.

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

**Item 10.** Specify number of times data items are to be delivered.

**Item 11.** Specify as-of date of data item, when applicable.

**Item 12.** Specify when first submittal is required.

**Item 13.** Specify when subsequent submittals are required, when applicable.

**Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

**Item 15.** Enter total number of draft/final copies to be delivered.

**Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

### FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

**INTEGRATED SYRINGE AND NEEDLE UNITS  
FOR COVID-19 NATIONAL EMERGENCY RESPONSE**

The Syringe and Needle Units shall include the following components: (1) individually wrapped sterile syringes with individually wrapped sterile needles, (2) sterile needle/syringe combination unit, or (3) a mixture of combinations units and individually wrapped syringes with equal number of individually wrapped sterile needles.

The Offeror shall identify the country of origin, as specified in the subsequent Tabs in this document.

**The hypodermic syringes shall be FDA cleared for the use to inject medicines and vaccines into, or withdraw fluids from the body. The Offeror shall provide their preauthorization from the FDA**

**Labeling:** The Needles and Syringes Units shall be labeled in accordance with 21 CFR Part 801 as it relates to intended use.

Shipping and packaging shall be in accordance with Title 21 Code of Federal Regulations (CFR), Subpart K.

**Ship to:**

SHIP TO DODAAC:

STORAGE RIC:

OWNER RIC:



## DISPENSING SYRINGE

CRITERIA
<b>Description:</b> Dispensing syringe shall allow for the controlled and precise flow of liquid. They are used to inject medications or other liquids into body tissues. Manual syringes shall consist of a barrel, stopper, and plunger.
<b>Specifications:</b> Dispensing syringes shall comply with the following:
The Contractor shall comply with 21 Code of Federal Regulations (CFR) 880.5860 and Current Good Manufacturing Practice (cGMP). The contractor shall follow International Standards Organization (ISO) 7886-1:2017.
a. The device shall be intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle.
b. Heavy duty barrel. The barrel shall have a scale showing the capacity of the syringe.
c. Stopper. The stopper shall maintain the fluid in the barrel between the syringe nozzle and the Plunger.
d. Plunger. The plunger shall aspirate and inject fluids into and out of the syringe
e. Disposable
f. <b>Luer lock</b> to accept luer hub applicator (e.g. needle)
g. Acceptable sizes are <b>1mL</b> and <b>3mL</b>
h. Sterile individually wrapped packaging
<b><u>510(k) Approval Letters</u></b>
<b>PERFORMANCE SPECIFICATIONS:</b>
<b><u>Class II Performance Standards:</u></b> The Offeror shall:
(1) Utilize FDA-approved dispensing syringes
(2) Individually wrap and sterilize each syringe prior to shipment

**COMBINATION NEEDLE (SAFETY NEEDLE) AND SYRINGE UNIT:**  
syringe coupled with needle for safety shall be acceptable as long as the components comply with all of the specifications above, except for the needle and syringe are **packaged together**.

Syringe: Sizes acceptable are 1ml or 3ml

Needle: 23 Gauge, Length 1," or 1.5" *and/or* 25 Gauge, Length 1"

*510(k) Approval Letters*

**Country of Origin**



## HYPODERMIC NEEDLE

CRITERIA
<b>Description:</b> Hypodermic needles are slender, hollow instruments for introducing material into the body parenterally
<b>Specifications:</b> The Hypodermic Needle shall comply with the following:
The contractor shall comply with 21 Code of Federal Regulations (CFR) 880.5570 and Current Good Manufacturing Practice (cGMP). The contractor shall follow International Standards Organization (ISO) 7864, single use hypodermic needles.
a. Shall be a device intended to inject fluids into, or withdraw fluids from, parts of the body below the surface of the skin. The device consists of a metal tube that is sharpened at one end and at the other end joined to a female connector (Luer hub) designed to mate with a male connector (Luer lock nozzle) of a piston syringe or intravascular administration set.
b. Disposable
c. <b>Luer hub</b> to attach to luer lock
d. Acceptable 23 Gauge, Length 1," or 1.5", and/or 25 Gauge, Length 1"
e. Sterile individually wrapped packaging
f. Safety-engineered
<b><u>510(k) Approval Letters</u></b>
<b>Country of Origin</b>
<b>PERFORMANCE SPECIFICATIONS:</b>
Class II Performance Standards: The Offeror shall: (1) Utilize FDA-approved needles (2) Individually wrap and sterilize each needle prior to shipment

**COMBINATION NEEDLE (SAFETY NEEDLE) AND SYRINGE UNIT:**

Hypodermic syringe coupled with integrated needle for safety shall be acceptable as long as the components comply with all of the specifications above, except for the needle and syringe are **packaged together**

Needle: 23 Gauge, Length 1," or 1.5" *and/or* 25 Gauge, Length 1"

Syringe: Sizes acceptable are 1ml or 3ml

510(k) Approval Letters

**Country of Origin**









## ASSIGNMENT

ASSIGNMENT dated as of August 27, 2020 between Quality Impact Inc., a corporation organized under the laws of the State of Delaware and having an office at (b) (6) (b) (6) a corporation organized under the laws of the State of New York (the "Assignee").

WHEREAS, the Assignor and USA CONTRACTING CMD-APG. - W911SR (the "Contracting Agency") have heretofore entered into an agreement for the delivery of specified quantities of Safety Needle/Syringe Combo, bearing Contract No. W911SR20C0050 (as heretofore amended or modified, and as it may be further amended or modified from time to time, the "Contract"); and

WHEREAS, the Contracting Agency has heretofore issued certain Orders for Supplies or Services under the Contract for certain quantities of Safety Needle/Syringe Combo specified therein (the "Financed Goods"); and

WHEREAS, the Assignee has heretofore agreed to make certain advances and other financial accommodations to the Assignor pursuant to a Supply Agreement and/or a Factoring Agreement dated August, 27, 2020 between the Assignor and the Assignee (as it may be amended from time to time, the "Agreements"), for the purpose of financing the Assignor's purchase and delivery of the Financed Goods pursuant to the Financed Delivery Orders, subject to the condition precedent that the Assignor enter into this agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Rights. The Assignor hereby irrevocably sells and assigns to the Assignee, making the Assignee absolute owner thereof, all of Assignor's rights, title and interests in and to all monies and claims for monies due or to become due from the Contracting Agency to the Assignor under or pursuant to the Contract, and all of Assignor's rights, title and interests in and to all monies and claims for monies due or to become due from the Contracting Agency to the Assignor under or pursuant to the Contract (the rights, title and interests set forth above herein collectively called the "Assigned Claims"). The Assignor hereby authorizes and directs the Contracting Agency to pay all amounts due in respect of the Contract directly to the Assignee by wire transfer in accordance with the following instructions (which may be modified by Assignee from time to time in writing):

(b) (6)

2. Representations and Warranties to Assignor. The Assignor hereby represents and warrants to the Assignee that (a) the Assignor is a duly organized and validly existing corporation under the laws of the State of Delaware, (b) the Assignor has duly executed and delivered this Assignment, (c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms, (d) the execution, delivery and performance of this Assignment (i) is within the authority of the Assignor and has been duly authorized by all necessary corporate proceedings, (ii) will not violate or conflict with the charter documents or by-laws of the Assignor and (iii) will not conflict with, or constitute default under, or result in a violation of, any agreement (including, but not limited to the Contract and the Financed Delivery Orders), instrument, judgment, decree, statute, rule or regulation to which the Assignor or any of its assets are subject, (e) the Contract and the Financed Delivery Orders are in full force and effect and no default or event which, with the giving of notice or the lapse of time or both, would constitute a default thereunder has occurred with respect to either party thereto, (f) except as provided below, the Assigned Claims are not subject to any lien, security interest or other encumbrance and (g) no surety bond has been issued in respect of the Contract or any Financed Delivery Order.

3. Covenants of Assignor. The Assignor hereby covenants to the Assignee that, unless the Assignee agrees otherwise in writing, the Assignor shall (i) perform all of its obligations under the Contract and the Financed Delivery Orders, (ii) promptly notify the Assignee of any default by the Contracting Agency and of any default or alleged default by the Assignor under the Contract or any Financed Delivery Order, (iii) deliver to the Assignee such additional documents or instruments, and perform such additional acts, as the Assignee may reasonably request in order to assure the enforceability and priority of the Assignee's interest in the Assigned Claims and the enforceability of the Assignee's rights hereunder, (iv) not amend or modify the Contract or any Financed Delivery Order or give any consent, waiver or approval thereunder, (v) not waive any default under or breach of the Contract or any Financed Delivery Order, (vi) not create or suffer to exist any lien, security interest or other encumbrance upon the Assigned Claims, other than the lien and security interest granted hereunder and the security interest referred to below and (vii) not take any other action in connection with the Contract or any Financed Delivery Order which would impair the interest or rights (or value thereof) of the Assignor or the Assignee in connection therewith.

4. Right to Cure. If the Assignor fails to perform any obligation under any Financed Delivery Order, the Assignee shall have the right but not the duty to cause such obligation to be performed by any other person or entity acceptable to the Contracting Agency. Any amounts expended by the Assignee for such purpose shall constitute additional obligations of the Assignor secured hereby.

5. No Delegation or Assumption of Duties. Nothing herein contained shall be construed as a delegation or assignment by the Assignor or an assumption by the Assignee of any duties, obligations or liabilities of the Assignor under the Contract or any Financed Delivery Order. The Assignor shall remain fully liable for the performance of each obligation to be performed by it under the Contract. The execution and delivery by the Assignee of this Assignment shall not subject the Assignee to any liability or obligation under or pursuant to the Contract or any Financed Delivery Order.



6. Obligation of Assignor to Remit Payments to Assignee. All payments received by the Assignor in respect of any Financed Delivery Order shall be held by the Assignor in trust for the benefit of the Assignee and shall promptly be delivered to the Assignee.

7. Assignee Appointed Attorney-in-Fact. The Assignor hereby irrevocably appoints the Assignee the Assignor's attorney-in-fact, with full power of substitution, for the purpose of taking such action and executing such agreements, instruments, notices, certificates and other documents, in the name of the Assignor or otherwise, as the Assignee may deem necessary or advisable to accomplish the purpose hereof, including without limitation the institution of legal and/or administrative proceedings to enforce the performance or observance of the obligations of the Contracting Agency under the Contract with respect to the Financed Delivery Orders.

8. Right to Enforce Assigned Claims. The Assignee may exercise with regard to the Assigned Claims, in addition to all other rights and remedies granted to it under the Agreements Agreement or any other instrument or agreement relating thereto, all rights and remedies available to it under applicable law as owner of the Assigned Claims.

9. No Waiver: Cumulative Remedies: Reassignment. No delay or failure by the Assignee in the exercise of any right, power of remedy shall constitute a waiver thereof, and no single or partial exercise by the Assignee of any right, power or remedy shall preclude other or further exercise thereof or the exercise of any other right, power or remedy. This Assignment may be changed or modified only by a written agreement signed by the Assignee and consented to by the Contracting Agency, and no course of dealing between the Assignor and the Assignee shall be effective to change or modify this Assignment or the security interest granted hereby. The rights hereby assigned may not be reassigned without the consent of the Contracting Agency. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Assignee, whether at law, in equity or otherwise.

10. Notices. Any communication, notice or demand to be given hereunder to either party hereto shall be in writing and shall be delivered, in accordance with the terms of the Agreements, if to the Assignor, to its offices at 879 Shell Blvd #104, Foster City, California 94404 Attention; Jonathan T. Barker and, if to the Assignee, to its offices at 237 West 37th Street, New York, New York 10018, Attention: Mr. Martin Weingarten or, as to either party, to such other address as may be designated by such party by a notice in writing to the other party hereto.

11. Costs and Expenses The Assignor hereby agrees to pay on demand all reasonable costs and expenses of the Assignee (including without limitation all fees and disbursements of counsel) incurred by the Assignee in connection with the preparation of this Assignment and all documents and instruments relating hereto, the preparation of any amendments to or waivers of this Assignment or said documents and instruments, the enforcement of the Assignee's rights hereunder and the collection of and realization upon the Assigned Claims. All such costs and expenses shall constitute additional obligations secured hereby.

12. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws or choice of law.

13. Submission to Jurisdiction. (a) The Assignor hereby submits to the non-exclusive jurisdiction of all Federal and State courts sitting in New York, New York, and agree that any process or notice of motion or other application to any of said courts or a judge thereof may be served upon the Assignor, within or without such court's jurisdiction, by registered mail or by personal service, at the address of the Assignor specified in Section 10 hereof (or at such other address as the Assignor shall specify by a prior notice in writing to the Assignee), provided a reasonable time for appearance is allowed.

(b) The Assignor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Assignment brought in any Federal or State court sitting in New York, New York and hereby further irrevocably waives any Claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) Notwithstanding the foregoing, the Assignee may sue the Assignor in any other jurisdiction where the Assignor or any of its assets may be found and may serve legal process upon the Assignor in any other manner permitted by law.

(d) ASSIGNOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO: (i) THIS ASSIGNMENT; OR (ii) THE VALIDITY, PROTECTION OR INTERPRETATION HEREOF OR THE COLLECTION OF AMOUNTS OWING HEREUNDER; OR (iii) ENFORCEMENT HEREOF; OR (iv) ANY OTHER CLAIM OR DISPUTE WHATSOEVER ARISING BETWEEN ASSIGNOR AND ASSIGNEE; OR (v) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN ASSIGNOR AND ASSIGNEE; OR (vi) ANY CONDUCT, ACTS OR OMISSIONS OF ASSIGNOR OR ASSIGNEE OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH ASSIGNOR OR ASSIGNEE, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized offices as of the date first above written.

Attested;

(b) (6)

(b) (6)

(b) (6)

SEE ATT/ ACK or J  
(b) (6)

Notice of Assignment

To: Aaron Skinner

This has reference to Contract No. W911SR20C0050 dated August 03, 2020, entered into between Quality Impact, INC (b) (6)

(b) (6) and USA CONTRACTING CMD-APG. - (b) (6)  
in (b) (6)

for Safety Needle/Syringe Combo.

Moneys due or to become due under the contract described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act of 1940, as amended, (31 U.S.C. 3727, 41 U.S.C. 6305).

A true copy of the instrument of assignment executed by the Contractor on August 27, 2020, is attached to the original notice.

Payments due or to become due under this contract should be made to the undersigned assignee.

(b) (6)

Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

(b) (6)

Acknowledgement



Receipt is acknowledged of the above notice and of a copy of the instrument of assignment.  
They were received ~~15:00~~ (a.m.) ~~(p.m.)~~ on ~~16 Sept.~~, 2020.

(b) (6)

On behalf of USA CONTRACTING CMD-APG. - W911SR

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE J	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO P00003		3 EFFECTIVE DATE 26-Oct-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)
6 ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401		CODE W911SR	7 ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) QUALITY MPACT NC. (b) (6) (b) (6) [REDACTED] (b) (6)				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0050	
				X 10B. DATED (SEE ITEM 13) 03-Aug-2020	
CODE 8LGMB		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: (b) (6) The purpose of this modification is:  1) Add Period of Performance from (b) (4), for CLIN 0006 Change to Air Freight T&M, to allow for the processing of the invoices per DFAS request.  All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b) (6) / CONTRACT NG OFFICER		
			TEL: _____ EMAIL: (b) (6) .mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY (b) (6)		26-Oct-2020
				(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 0006 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4)	(b) (4)
		(b) (6)	
		(b) (4)	

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				J	1   3
2 AMENDMENT/MODIFICATION NO P00004	3 EFFECTIVE DATE 18-Dec-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)		
6 ISSUED BY USA CONTRACT NG CMD-APG - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE W911SR	7 ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) QUALITY MPACT INC. (b) (6) (b) (6)			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0050		
			X 10B. DATED (SEE ITEM 13) 03-Aug-2020		
CODE 8LGMB	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral IAW FAR 52.212-4(c)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to:  1-Add additional funding to Time and Materials (T&M) CLIN 0006 via SubCLIN 000601 in the amount of (b) (4), and increase the Not to Exceed (NTE) amount from (b) (4).  All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 17-Dec-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The estimated/max cost has increased by (b) (4)  
The total cost of this line item has increased by (b) (4)

SUBCLIN 000601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Funding for CLIN 0006 FFP Funding for CLIN 0006 PURCHASE REQUEST NUMBER: (b) (4)				(b) (4)
				NET AMT	(b) (4)
	ACR (b) (4)				(b) (4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000601:

Funding on SUBCLIN 000601 is initiated as follows:

ACRN: (b) (4)

(b) (4) [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000601:

INSPECT AT

(b) (4) [Redacted]

INSPECT BY

[Redacted]

ACCEPT AT

[Redacted]

ACCEPT BY

[Redacted]

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE <b>S</b>	PAGE OF PAGES <b>1   20</b>
2 AMENDMENT/MODIFICATION NO <b>P00005</b>	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)	
6 ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACT NG DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE <b>W911SR</b>	7 ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) QUALITY MPACT NC. (b) (6) (b) (6) (b) (6)		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0050		
		X 10B. DATED (SEE ITEM 13) 03-Aug-2020		
CODE <b>8LGMB</b>	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral IAW FAR 52.212-4(c)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>gmulla21369</b> The purpose of this modification is to:  1) Extend the Air Freight on the Time and Materials (T&M) CLIN 0006 from (b) (4) 2) Increase the Not to Exceed (NTE) amount on the T&M CLIN 0006 from (b) (4) 3) Add funding to T&M CLIN 0006 via SubCLIN 000602 in the amount of (b) (4) 4) Update Statement of Work to reflect the above changes. 5) Update FAR Clause 52.212-4 Alt I  All other terms and conditions remain the same.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) (b) (6)		16A. CONTRACTING OFFICER (Type or print) CONTRACTING OFFICER TEL: _____ EMAIL: (b) (6)		
5B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

REVISED SOW FOR P00005

**This section has been modified. Changes are shown below in red font text.**

### **STATEMENT OF WORK**

## **PROCUREMENT OF SAFETY NEEDLES AND SYRINGES FOR COVID-19**

**1.0 SCOPE:** The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish the necessary resources as specified in this Statement of Work (SOW), to manufacture and/or supply Safety Needles and Syringes.

### **2.0 BACKGROUND:**

On Friday, March 13, 2020, the President declared a national emergency concerning the novel coronavirus disease (COVID-19) under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”).

The mission of the Division of Strategic National Stockpile (DSNS), of the United States (U.S.) Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR), is to ensure the availability and rapid deployment of life-saving pharmaceuticals, antidotes, other medical supplies, and equipment necessary to counter the effects of nerve agents, biological pathogens, and chemical agents. When state, local, tribal, and territorial public health and medical systems request federal assistance to support their response efforts, DSNS ensures the right medicines and supplies get to those who need them most during an emergency. When the vaccine becomes available the Government will have an immediate need to begin vaccinating the entire U.S. population. To administer the vaccine the Government will require needles and syringes to be available.

There is an insufficient domestic supply of safety needles and syringes to meet the projected needs to vaccinate the nation’s entire population against COVID-19. Should vaccine programs be accelerated, demand could outpace available devices to administer a vaccine.

**3.0 OBJECTIVE:** The HHS currently has contracts in place with three (3) major manufacturers to provide needles and syringes supplies to support the initial preparedness needs at the onset of a pandemic outbreak. The objective of this acquisition is to supplement the current supply and establish contracts with additional manufacturers and suppliers to provide a quantity of up to 500 million safety needles and syringes supplies.



## 4.0 REQUIREMENTS:

### 4.1. General:

4.1.1. The Contractor shall “host” a ***Kick-Off Meeting*** within one (1) calendar day after contract award via teleconference. The Contractor shall provide ***Meeting Minutes*** containing a detailed overview of the meeting discussions in accordance with (IAW) Contract Data Requirements List (CDRL) A001.

4.1.1.1. The Contractor shall provide a ***Certificate of Analysis*** with each shipment per the DD Form 1423, Contract Data Requirements List (CDRL) A002, confirming the supplies described below meet the Performance Specifications in paragraph 4.2 below.

4.1.2. The Contractor shall provide copies of ***510(k) Approval Letters*** for ALL supplies (dispensing syringes or needles) to demonstrate compliance with Section 510(k) of the *Food, Drug and Cosmetic Act* as part of their proposal. The Contractor shall provide, if necessary, ***510(k) Approval Letters Updates*** if any information from the initial 510(k) Approval Letters is changed/needs to be updated.

4.1.2.1.1. The Contractor shall ensure all supplies have a “***Shelf-Life***” with expiration dates of no less than five (5) years from the date of sterilization, **and** must have at least four (4) years of remaining expiry from the time of shipment.

4.1.2.1.2. The Contractor shall only use ***Current Good Manufacturing Practice (cGMP)*** processes to manufacture the needles and syringes.

4.1.2.1.3. **Period of Performance/Delivery Dates.** See the “Delivery Schedule” section of this Contract and “Attachment 2-Shipping Information” for all delivery requirements and shipping locations.

### 4.2. Technical Requirements:

4.2.1. The Contractor shall provide sterile needle (with Luer hub connection) and syringe (with Luer lock connection) units approved by the Food and Drug Administration (FDA) and comply with *Occupational Safety and Health Administration (OSHA) Needlestick Safety and Prevention Act* requirements as a “*safety-engineered product*.” Safety-engineered supplies include needles preventing sharp injuries by either; being completely enclosed after use by an attached shield, or be fully retracted within the syringe. **The Contractor may provide individual syringes and individual needles as long as there is a one-to-one (1:1) ratio. In order to meet the specified quantities upon contract award and comply with the specifications in this SOW, the following may be provided: (1) individually wrapped sterile syringes with individually wrapped sterile needles in a one-to-one (1:1) ratio, (2) sterile needle/syringe combination unit, or (3) a mixture of sterile combination units and individually wrapped sterile syringes with equal number of individually wrapped sterile needles.**

4.2.2. The Contractor shall only provide acceptable product sizes as described below:



Individual Syringe:

<u>Syringe</u>
1mL
3mL

Individual Needle:

<u>Needle Gauge</u>	<u>Needle Length</u>
23G	1"
23G	1.5"
25G	1"

Combination Unit:

<u>Syringe</u>	<u>Needle Gauge</u>	<u>Needle Length</u>
1mL	23G	1"
1mL	23G	1.5"
1mL	25G	1"
3mL	23G	1"
3mL	23G	1.5"
3mL	25G	1"

**4.2.3. Dispensing Syringe:** *Description:* A dispensing syringe allows for the controlled and precise flow of liquid. The dispensing syringe is used to inject medications or other liquids into body tissues. Manual syringes consist of a barrel, stopper, and plunger.

**4.2.3.1.** The Contractor shall ensure dispensing syringes comply with Title 21 Code of Federal Regulations (CFR) 880.5860 and follow International Standards Organization (ISO) 7886-1:2017 and the following material specifications:

- 4.2.3.1.1.** A device intended for medical purposes that consists of a calibrated hollow barrel and a movable plunger. At one end of the barrel there is a male connector (nozzle) for fitting the female connector (hub) of a hypodermic single lumen needle;
- 4.2.3.1.2.** Heavy duty barrel - The barrel has a scale showing the capacity of the syringe.
- 4.2.3.1.3.** Stopper - The stopper maintains the fluid in the barrel between the syringe nozzle and the plunger;
- 4.2.3.1.4.** Plunger - The plunger is used to aspirate and inject fluids into and out of the syringe;
- 4.2.3.1.5.** Disposable;
- 4.2.3.1.6.** **Luer lock** to accept luer hub applicator (e.g. needle);
- 4.2.3.1.7.** Sizes as specified in Section 4.2.2 above; and

4.2.3.1.8. Sterile individually wrapped packaging.

4.2.4. **Hypodermic Needle:** *Description:* A Hypodermic needle is a slender, hollow instrument for introducing material into the body parenterally.

4.2.4.1. The Contractor shall ensure hypodermic needles comply with 21 CFR 880.5570, OSHA Needlestick Safety and Prevention Act, and follow International Standards Organization (ISO) 7864, and the following specifications:

4.2.4.1.1. Disposable;

4.2.4.1.2. **Luer hub** to attach to luer lock syringe;

4.2.4.1.3. See Tables in Sections 4.2.2 above for acceptable needle length and gauges;

4.2.4.1.4. Sterile individually wrapped packaging; and

4.2.4.1.5. Safety-engineered.

4.3. **Delivery Location and Shipping Requirements:** See Attachment 2-“Shipping Information” for all delivery locations and shipping requirements.

4.3.1. The Contractor shall provide **Packing Slips** with all shipments per CDRL A003. The Packing Slips shall include the following: (1) Contract number, (2) Item description, (3) Part number, (4) Lot numbers; and (5) Quantities. The Packing Slips shall include **BOTH**: (1) a **Packing Slip Paper Copy** with the shipment; and (2) a **Packing Slip Paper Emailed Copy** to the Designated Government Representative.

4.3.2. No Partial Case or Packages quantities will be accepted unless approved by the Contracting Officer prior to shipping.

4.3.3. The Contractor shall **NOT** Mixed Lot #'s per Case or per Packages. The Contractor shall only provide full case quantities **only, unless** approved by the Designated Government Representative in advance via email.

4.3.4. The Contractor shall ensure all pallets have the identical TyHi stack pattern, except for the final pallet; which would be a partial pallet or individual boxes.

4.3.5. All supplies shall be delivered on a standard 48" by 40" pallet, not to exceed 60" in height, stretch wrapped, clear-wrapped is preferred, and secured to the pallet for safe transport.

4.3.6. The Contractor shall contact the Designated Government Representative to schedule delivery appointments. The Government will provide the Designated Government Representative(s)' information at the Kick-Off Meeting.

4.3.7. Contractor shall contact the Designated Government Representative to schedule delivery appointments.

4.3.8. The Contractor shall ship ALL deliverables via AIR FREIGHT from (b) (4) (extension of the previous Air Freight requirement that ended (b) (4) The Contractor shall charge the Delta in costs between Air Freight costs and Sea Freight



costs already built into this contract. The Contractor shall NOT submit any costs (e.g. labor, overhead, profit) other than “*other direct costs*” per FAR Clause 52.214-4 Alternative one (1) as those cost are already included in the contract. The Contractor shall only be reimbursed for **actual REASONABLE costs** and shall provide documented proof (e.g. receipts and paid invoices). The Government’s pallet dimension limitations (stated in Section 4.3.5) is how the pallets will be delivered, it does NOT restrict pallet heights or other packing dimensions of HOW the items are to be shipped (either by air or sea). The Contractor shall follow commercial best practices and to maximize/optimize Air Cargo Load, palletization or re-palletization (if needed), and drayage. The Government reserves the right to stop this Air Freight requirement prior (b) (4) via email notification from the Contracting Officer due to urgency, followed by a bi-lateral modification. The Government also reserves the right to provide transportation (e.g. planes) or other logistical services (e.g. palletization) and will notify the Contractor via an email from the Contracting Officer.

**4.3.9.** Based on mutual agreement at the Post-Award Meeting for delivery schedules, the Contractor shall provide an ***Initial Updated Syringe-Needle Delivery Schedule***. The template for the Initial Updated Syringe-Needle Delivery Schedule will be provided by the COR. The Initial Updated Delivery Schedule shall be provided to the COR within three (3) business days after the “Sea to Air Freight Modification.” Thereafter, the Contractor shall, at a minimum, provide ***Weekly Delivery Schedule Updates*** to the COR by Tuesday, 1400 Eastern Time.

## **5.0 Operation Warp Speed (OWS) Contract Language:**

### **5.1. Disclosure of Information:**

**5.1.1.** Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

**5.1.2.** The Contractor shall comply with all Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government’s rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor’s employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity’s security or interrupt the continuity of its operations.

**5.1.3.** No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any



law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions.

## **5.2. Publications and Publicity:**

**5.2.1.** The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government:

(a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published;

(b) Unless authorized in writing by the CO, the contractor shall not display Government logos including Operating Division or Staff Division logos on any publications;

(c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies Government approval or endorsement of the product(s) or service(s) provided;

(d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Government whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows: "This project has been funded in whole or in part by the U.S. Government under Contract No. XXXX. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

## **5.3. Confidentiality of Information:**

**5.3.1.** Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

**5.3.2.** The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

**5.3.3.** If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules

and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

**5.3.4.** Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

**5.3.5.** Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

**5.3.6.** The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

**5.3.7.** All above requirements MUST be passed to all Sub-contractors.

**5.4. Organizational Conflicts of Interest:**

**5.4.1.** Performance under this contract may create an actual or potential organizational conflict of interest such as are contemplated by FAR Part 9.505-General Rules. The Contractor shall not engage in any other contractual or other activities which could create an organizational conflict of interest (OCI). This provision shall apply to the prime Contractor and all sub-Contractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. The Government may pursue such remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

**5.4.2.** The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR Parts 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the Contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to any non-public data or third party proprietary information.

**5.4.3.** The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI. Furthermore, the Contractor shall promptly submit a plan to the Contracting Officer to either avoid or mitigate any such OCI. The Contracting Officer will have sole discretion in accepting the Contractor's mitigation plan. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, other remedies may be taken to prohibit the Contractor from participating in contract requirements related to OCI.

**5.4.4.** Whenever performance of this contract provides access to another Contractor's



proprietary information, the Contractor shall enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the CO within fifteen (15) calendar days of execution.

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0006

The CLIN extended description has changed from:

This Time and Materials (T&M) CLIN is for the delta costs incurred between the already included Sea Freight (built into the FFP CLINS) and the additional estimated costs for Air Freight on all shipments by (b) (4). The total invoiced amount on this CLIN cannot exceed the total Funding. The Contractor shall contact the Contracting Officer prior to incurring expense against this T&M CLIN if that expense will exceed the Contractor's proposed delta between sea freight and air freight. NOTE: Total invoiced amount against this CLIN cannot exceed the total funded amount/total line item cost.

To:

This Time and Materials (T&M) CLIN 0006 is for the Delta costs incurred between the already included Sea Freight (built into the FFP CLINS) and the additional estimated costs for Air Freight by (b) (4) (extension of the previous Air Freight requirement that ended (b) (4)). The Contractor shall contact the Contracting Officer prior to incurring expense against this T&M CLIN 0006 if that expense will exceed the Contractor's proposed delta between sea freight and air freight. NOTE: Total invoiced amount against this CLIN cannot exceed the total funded amount of Not to Exceed (NTE) amount.

The estimated/max cost has increased by (b) (4)  
The total cost of this line item has increased by (b) (4)

SUBCLIN 000602 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000602					(b) (4)

Additional funding for CLIN 0006

FFP

The purpose of this SubCLIN is to add (b) (4) additional funding to support the extension of the Air Freight through (b) (4)

PURCHASE REQUEST NUMBER: (b) (4)

NET AMT

(b) (4)

ACRN AB

CIN: (b) (4)

(b) (4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000602:

Funding on SUBCLIN 000602 is initiated as follows:

ACRN: (b) (4)

CIN: (b) (4)

Acctng Data: (b) (4)

Increase: (b) (4)

Total: (b) (4)

Cost Code: (b) (6), (b) (4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	N/A	(b) (4) (b) (6) (b) (4)	(b) (4)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	N/A	(b) (4) (b) (6) (b) (4)	(b) (4)

## INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000602:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following have been modified:

**This section has been modified. Changes are shown below in red font text.**

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (JAN 2017)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

- (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.
- (2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the



replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.



(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: **Not Applicable** (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.



(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Any Delta in cost between the already included Sea Freight and Air Freight for shipments prior to (b) (4)** (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [REDACTED] (Insert a fixed amount for the indirect costs and payment schedule. Insert (b) (4) if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the



Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.



(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				S	1   4
2 AMENDMENT/MODIFICATION NO P00006	3 EFFECTIVE DATE 09-Apr-2021	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)		
6 ISSUED BY USA CONTRACT NG CMD-APG - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE W911SR	7 ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) QUALITY MPACT INC. (b) (6) (b) (6) (b) (6)			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0050		
			X 10B. DATED (SEE ITEM 13) 03-Aug-2020		
CODE 8LGMB	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral IAW FAR 52.212-4(c)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is as follows: (b) (4)					
5- By accepting this substitute product the Government is not waiving any rights associated with the product already delivered as described in the FAR Clause 52.212-4(a). All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: _____ EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 09-Apr-2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has decreased by (b) (4)

CLIN 0007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
	FFP				
	(b) (4)				
	FOB: Destination				
	(b) (4)				

NET AMT

(b) (4)

ACRN (b) (4)

(b) (4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4)



CLIN 0002:

(b) (4)

CLIN 0007:

Funding on CLIN 0007 is initiated as follows:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	[Redacted]	(b) (4) (b) (6) (b) (4)	(b) (4)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	[Redacted]	(b) (4) (b) (6) (b) (4)	(b) (4)

The following Delivery Schedule for CLIN 0007 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
---------------	----------	-----------------	---------------

(b) (4)

[Redacted]

(b) (4)  
(b) (6)  
(b) (4)  
(b) (4)

(b) (4)

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0007:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Technical Office was added for CLIN 0007:

(b) (4)  
(b) (6)  
(b) (4)

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES
			S	1   4
2 AMENDMENT/MODIFICATION NO P00007	3 EFFECTIVE DATE 14-Apr-2021	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)	
6 ISSUED BY USA CONTRACT NG CMD-APG - W911SR EDGEWOOD CONTRACTING DIVISION 8456 BRIGADE STREET BLDG E4215 ABERDEEN PROVING GROUND MD 21010-5401	CODE W911SR	7 ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) QUALITY MPACT INC. (b) (6) (b) (6)		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W911SR20C0050		
		X 10B. DATED (SEE ITEM 13) 03-Aug-2020		
CODE 8LGMB	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral IAW FAR 52.212-4(c)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is as follows: (b) (4) _____ _____ _____ _____ All other terms and conditions remain the same.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 14APR2021	16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by (b) (4).  
(b) (4)

CLIN 0004

The pricing detail quantity has decreased by (b) (4).  
(b) (4)

CLIN 0007

The pricing detail quantity has decreased by (b) (4).  
(b) (4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4).  
(b) (4)

CLIN 0002:

(b) (4)

CLIN 0004:

(b) (4)

CLIN 0007:

(b) (4)



DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4) (b) (6) (b) (4) FOB: Destination	(b) (4)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)		(b) (4) (b) (6) (b) (4)	(b) (4)

(End of Summary of Changes)