From:	No-Reply@amrdec.army.mil
То:	Bill Marshall
Subject:	Safe Access File Exchange Delivery Notice
Date:	Thursday, July 25, 2019 2:15:01 PM

Direct replies will not be read by a human.

\_\_\_\_\_

#### \*\*\*DO NOT FORWARD\*\*\*

Please note, IAW Para 4-5.a(8) and 4-12.c, AR 25-2, it is a violation of SAFE security policy to share/forward Package passwords.

You must contact the Package originator, Seth.Heller@fda.hhs.gov to have the Package re-sent via SAFE (<u>https://safe.amrdec.army.mil/safe/</u>) to other users.

NOTICE: If any doubt exists as to the safety or origin of the file(s) or the veracity of the sender, the recipient reading this message should NOT download the file(s) and should contact the appropriate Information Assurance Security Officer immediately for further guidance.

Information spillage refers to instances where sensitive information (e.g., classified information, export-controlled information) is inadvertently placed on information systems that are not authorized to process such information.

To report spillage on SAFE, please contact: usarmy.redstone.rdecom-amrdec.mbx.safe-team@mail.mil. Emails not regarding spillage will go unanswered.

Seth Heller, Seth.Heller@fda.hhs.gov has granted you access to a file(s) uploaded on 7/25/2019 1:13:46 PM Central Time Zone, USA.

File Description: Pursuant to the May 31, 2019 Joint Status Report filed in this case, please see attached FDA's production Bates numbered FDA2018-8273-000001 - FDA2018-8273-000165. These records were collected from FDA's Office of Acquisitions and Grant Services after a search for records responsive to FOIA request number 2018-8273.

Package ID: 16913629

The file(s) will be available at:

https://safe.amrdec.army.mil/safe/pickupfiles.aspx?id=16913629

Until: 7/27/2019 1:14:00 PM

The password is #Mv\*tgE69sjH9fp

NOTE: This password can only be used ONCE. Do NOT open files on a device where the files cannot be downloaded and saved.

If you have questions or need assistance with the contents of the packages, please contact the package originator.

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immediately.

Thank you.



	_	(b) (6), (b) (4)
	From:	<mark>⊉abr-inc.com&gt;</mark>
	Sent:	Monday, June 26, 2017 7:10 PM
	То:	(b) (6) (b) (6), (b) (4)
	Cc:	
	Subject:	Re: FW: HHSF223201510746P Advanced Bioscience Resources, Inx. CONTRACTOR CERTIFICATION OF CONTRACT CLOSEOUT
	Hello (b) (6)	
)	(6), (b)	(b) (6), (b)
) (6		oly to your inquiry. I confirm there are no outstanding invoices or(4)
`	·O. #11151 22520	1510746P, and it is my understanding that there are no pending requests
	for tissue procurements o	n this P.O. at this time.
/1	Sincerely,	
(D	) (6), (b) (4)	
	Forwarded messag	e
	From: (b) (6) $<$	
	(b) (6) @fda.hhs.gov	>
	Date: Mon, Jun 26, 2017 at	
		510746P Advanced Bioscience Resources, Inx. CONTRACTOR
	CERTIFICATION OF CON	
	$T_0(b)$ (6), (b) (4)	
		<u>@abr-inc.com</u> >
		(b)
	Good Morning,	
		ny previous emails. Please complete Contractor Certification below and
	respond by July 10, 2017	



Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services, HFA-500 U.S. Food and Drug Administration





# f 🗾 🚥 🚥 🔼

From: (b) (6) Sent: Monday, June 12, 2017 1:48 PM (b) (6), @abr-Inc.com' Subject: HHSF223201510746P Advanced Bioscience Resources, Inx. CONTRACTOR CERTIFICATION OF CONTRACT CLOSEOUT

(b) (6), (b) (4) Dear Ms

I am in the process of closing orders for the FDA Acquisition's Office. Please confirm all the items/services requested under this order were delivered and all payments processed, so that I may close out this contract.

Please respond by (2 weeks) June 26, 2017. Our records indicate funds in the amount of \$15,090.00 to be deobligated as a result of this closeout. If you have any questions or require additional information, please feel free to contact me.

### FDA ORDER NO.: HHSF223201510746P

Contracting Officer Representative (COR):

Vendor: Advanced Bioscience Resources, Inx.

**Project Title: Human Tissue** 

Contract Value: \$24,500.0 \$15,090.00 **Remaining Funds:** 

Contractor - Please complete the following:

\_\_\_\_\_YES, all items/services have been delivered

\_\_\_\_\_NO, all items/services have not been delivered

### **PAYMENTS**

\_\_\_\_\_YES, all payments have been received – Final payment date:\_\_\_\_\_Invoice #:

\_\_\_\_\_NO, all payments have not been made

### **UFMS Print Screen:**

Number	Release	Rev	Description	Amount	Matched Amount	Approval Status
F231510746P		0	IGF: OT: IGF Human Ti	provide and the second second second second	provide the second second second second second second second	Approved

# Standard Invoice: 1032701 (Total USD 980.00)

Currency= USD

		Amount Summary		Payment Information	
General				Paid 98000	
			7-0-00	Discount Taken 000	
invoice Date	24-Sep-206	178m	960.00	Due 000	
Status	Approved	Freight	0.00	Status Paid	
On Hold		<b>Miscellaneous</b>	9.00		
Dent		Ter	000 🚯	Payment Date 26-007-2016	
Batch			-	Payment 23000082863	
Attachments	View	Prepayment	000	Term NET 30P	
Supplier	ADVANCED BIOSCIENCE RESOURCES INC 1417096	Retainage	0.00		
Supplier Site	736845962	Withholding Tax	0.00		
Address	ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303	Total	960.00		
	15/6 OAK ST STE 309				

ALAMEDA, CA \$45012958



Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services, HFA-500 U.S. Food and Drug Administration







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

-----×

1516 Oak Street, #303 Alameda CA 94501 U.S.A. PH: (b) (4)Fax: <u>510-503-4030</u> Email:



### **TISSUE ACQUISITION QUOTE**

QUOTE NUMBER: 1762001-QT QUOTE DATE: 7/5/2017 CUSTOMER NO: 0620 TERMS: Net Due Upon Receipt P.O. NUMBER: Awaiting P.O. for Kristina Howard OAGS, FDA (b) (6)

QUANTITY	DESCRI	PTION	RESEARCHER	
L		(b) (4)	NAME	
16	2nd Trimester Liver (16-24 weeks)	@ each sample	HOWARD	—(b) (4)
16	2nd Trimester Thymus (16-24 weeks)	@ each sample	HOWARD	· / · /
16	HIV/HB/HC Blood Testing	ach test	HOWARD	
16	Delivery via FedEx Saturday Delivery	ach delivery	HOWARD	
			Quote Total:	(b) (4)

Tissue known to be positive for HIV, HepA, HepB, HepC or chromosomal abnormalities are not acceptable.

Testing and delivery fees are subject to change based upon increases imposed from outside labs and courier companies.

(b) (6), (b) (4) Please Forward P.O. to

abr-inc.com or fax to (510) 865-4090,

144

The Procurement Fees noted above are valid through 31DEC2017.

	(b) (6), (b)
From:	
To:	(b) (6)
Cc:	(b) (6), (b) <u>Perrin Larton</u>
Subject:	Re: FW: FDA RFQ - 620 FDA-Howard Quote #1762001-QT
Date:	Wednesday, July 05, 2017 12:33:15 PM
Attachments:	image001.png
	image002.png
	20170705 620 FDA-Howard Quote #1762001-QT.pdf

Good Morning (b) (6),

(b) (6), (b) (4) has Forwarded to me your request for a quote for Kristina Howard. Your quote is attached. Please send the resulting P.O. to my attention, and feel free to contact me if you have any questions.

(b) (6), (b) <sup>you</sup>, (4)



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From: (b) (6) Sent: Wednesday, June 28, 2017 9:52 AM To: 'pylarton@abr-inc.com' Subject: FDA RFQ Importance: High

Good morning Ms. Larton,

My name is (b) (6) and I am a Contract Specialist with the FDA. I am tasked with the purchase of tissues suitable for HM research. I would like to request a quote. Please review the Statement of Work and quote your pricing as outlined.

#### Pricing Table

CLIN	Service and Supply Description	Quantity	Unit Price	Firm-Fixed Price
10001	Human Fetal Tissue – Liver	16		
10002	Human Fetal Tissue – Thymus	16		
10003	HIV HepB HepC Testing	16		
10002	Shipping and Delivery	16		
	Total			

The total price for the requirement is \$\_\_\_\_\_.

Company Name: \_\_\_\_\_DUNS Number: \_\_\_\_\_

### **Statement of Work:**

**Statement of Needs:** The Division of Applied Regulatory Science (DARS) OCP/OTS/CDER is conducting a research program to evaluate the usefulness of humanized mice (HM) for regulatory purposes. The HM are created by surgical implantation of human tissue into mice that have multiple genetic mutations that block the development of the mouse immune system at a very early stage. The absence of the mouse immune system allows the human tissues to grow and develop into functional human tissues. As part of this process DARS needs to repeatedly acquire the proper type of tissues. In order for the humanization to proceed correctly we need to obtain fetal tissue with a specific set of specialized characteristics.

Statement of Work: The supplier will provide human fetal tissue with the following characteristics:

- Age range 16-24 weeks
- Liver and thymus tissue from the same donor unless liver only is requested.
- Tissue must be fresh and never frozen.

• No tissues where the mother is known to be positive for HIV or for Hepatitis A, B, or C viruses.

- No known chromosomal abnormalities.
- Testing for HIV, Hepatitis B & C will be completed on maternal blood for all tissues procured and results provided when available.

Timing of need for tissues affected by a variety of factors that cannot be specified in advance therefore; the supplier will be notified of the need for tissue by email or phone and will notify the investigator by email as to the availability of tissues. Tissue will be requested approximately two to three times per month.

#### **Period of Performance:**

Twelve months from the date of award of the contract; on or around 7/7/2017 - 7/6/2018

In order to expedite the services required please return your quote to me by 3:00 pm Eastern Time on 30 June 2017. If you do not wish to submit a quote on this requirement, I would appreciate it if you would let me know.

Please let me know if you have any questions. Thank you.

Best regards,

(b) (6)

**Contract Specialist** 

OAGS, FDA

Phone: (b) (6)



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\_\_\_

Obained via FOIA by Judicial Watch, Inc.



### **TISSUE ACQUISITION QUOTE**

Revised

QUOTE NUMBER: 1762001-QT QUOTE DATE: 7/6/2017 CUSTOMER NO: 0620 TERMS: Net Due Upon Receipt P.O. NUMBER: Awaiting P.O. FDA (b) (6) for Kristina Howard OAGS, FDA (b) (6)

JANTITY	DESCRIPTIO	DN		RESEARCHER NAME	
16	2nd Trimester Liver (16-24 weeks)	(b)	(4) <sub>ach sample</sub>	HOWARD	∸(D) (≀
16	2nd Trimester Thymus (16-24 weeks)	@	ach sample	HOWARD	
16	HIV/HB/HC Blood Testing	@	ach test	HOWARD	
16	Delivery via FedEx First Overnight Delivery	ā	ach delivery	HOWARD	

Tissue known to be positive for HIV, HepA, HepB, HepC or chromosomal abnormalities are not acceptable.

Testing and delivery fees are subject to change based upon increases imposed from outside labs and courier companies.

(b) (6), (b) (4) Please Forward P.O. to

21

pr-inc.com or fax to (510) 865-4090.

The Procurement Fees noted above are valid through 31DEC2017.

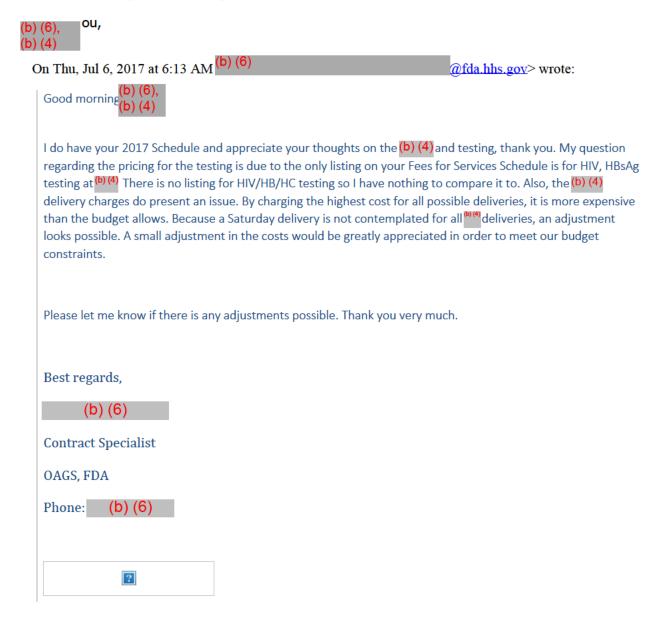
	(b) (6), (b)
From:	(A)
To:	(b) (6)
Cc:	(b) (6), (b) Perrin Venosta-Larton; Perrin Larton
Subject:	Re: FW: FDA RFQ - 620 FDA-Howard Revised Quote #1762001-QT
Date:	Thursday, July 06, 2017 7:45:29 PM
Attachments:	20170706 620 FDA-Howard Revised Quote #1762001-QT.pdf

## Hi (b) (6)

Please find attached Revised Quote #1762001-QT for<sup>(b) (4)</sup> which now reflects all deliveries via (b) (4) service. I understand that snouid the researcher request procurement of samples on Fridays for Saturday deliveries, then the increase in shipping fee for those instances will be adjusted for and paid.

The Fee Schedule states the costs only for the HB/HIV panel, as that panel is historically most often requested by researchers. We have many researchers, all with different testing requirements, and it would be confusing and tedious to list them all, which is why the Fee Schedule states "Please Call" for test costs for anything other than HB/HIV. The requested test panel is then created specifically for that researcher.

Please forward your P.O. to my attention once it is created.



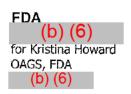
attached. Please send the resulting P.O. to my attention, and feel free to contact me if you have any questions.				
Thank you, (b) (6), (b) (4)				
Forwarded message From: (b) (6)fda.hhs.gov> Date: Jul 3, 2017 7:27 AM Subject: FW: FDA RFQ To: "pvlarton@abr-inc.com" <pvlarton@abr-inc.com>, "abr@abr-inc.com" <abr@abr-inc.com> Cc:</abr@abr-inc.com></pvlarton@abr-inc.com>				
Please see message below and let me know if you intend to submit a quote by 3:30 pm 5 July 2017. Thank you.				
Best regards, (b) (6)				
Contract Specialist				
OAGS, FDA				
Phone: (b) (6)				

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#### **TISSUE ACQUISITION QUOTE**

QUOTE NUMBER: 1762001-QT QUOTE DATE: 7/12/2017 CUSTOMER NO: 0620 TERMS: Net Due Upon Receipt P.O. NUMBER: Awaiting P.O.



**Revision #2** 

QUANTITY	DESCRIPTION			RESEARCHER NAME	FFF
16	2nd Trimester Liver (16-24 weeks)	@ <mark>(b)</mark>	(4) ach sample	HOWARD	-(b) (4)
16	2nd Trimester Thymus (16-24 weeks)	œ	ach sample	HOWARD	· / · /
16	HIV/HB/HC Blood Testing	ĕ	ach test	HOWARD	
16	Delivery via FedEx First Overnight or Saturday Service	Õ	ach delivery	HOWARD	
				Quote Total:	(b) (4)

Tissue known to be positive for HIV, HepA, HepB, HepC or chromosomal abnormalities are not acceptable.

Testing and delivery fees are subject to change based upon increases imposed from outside labs and courier companies.

Please Forward P.O. to (b) (4), (b) (6)@abr-inc.com or fax to (510) 865-4090.

The Procurement Fees noted above are valid through 31DEC2017.

From:	(b) (4), (b) (6)
To:	(b) (6)
Cc:	(b) (4), (b) (6) ; <u>Perrin Venosta-Larton;</u> <u>Perrin Larton</u>
Subject:	Re: FW: FDA RFQ - 620 FDA-Howard Revision #2 - Quote #1762001-QT
Date:	Wednesday, July 12, 2017 4:13:03 PM
Attachments:	image001.png image002.png 20170712 620 FDA-Howard Revision #2 Quote #1762001-QT.pdf

Hello (b) (6),

Please find the second revision of Quote #1762001-QT attached, now reflecting all 16 deliveries at \$<sup>(b) (4)</sup> each per your instructions. I'll be on the lookout for your resulting P.O.

Thank you, On Tue, Jul 11, 2017 at 11:54 AM, (b) (6) @fda.hhs.gov> wrote: Good afternoon, I am suggesting 1.) quote 16 deliveries at \$<sup>(b) (4)</sup> each (\$ (b) (4)
 (b) (4) ), whichever delivery method is used If you find this acceptable, please provide a revised quote and I will be able to move forward quite quickly. Thank you. Best regards, (b) (6) **Contract Specialist** OAGS, FDA Phone: (b) (6) FBA U.S. FOOD & DRUG ADMINISTRATION f 😏 🚥 🐽

#### Obained via FOIA by Judicial Watch, Inc.

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not the intended recipient, the sender does not intend delivery to you to waive any privileges or rights pertaining to this message.
If you have received this message in error, please immediately notify the sender by return e-mail, and delete the errant message.
Thank you.

 From:
 (b) (6)

 Sent:
 I uesday, July 11, 2017 9:55 AM

 To:
 (b) (4), (b) (6)

 Cc:
 (b) (4), (b) (6)

 Subject:
 RE:
 FW: FDA RFQ - 620 FDA-Howard Revised Quote #1762001-QT

Good morning,

My apologies for the delay in my response. I am confirming the preference of the program and will get back to you as soon as possible. Thank you.

Best regards,

(b) (6)

**Contract Specialist** 

OAGS, FDA

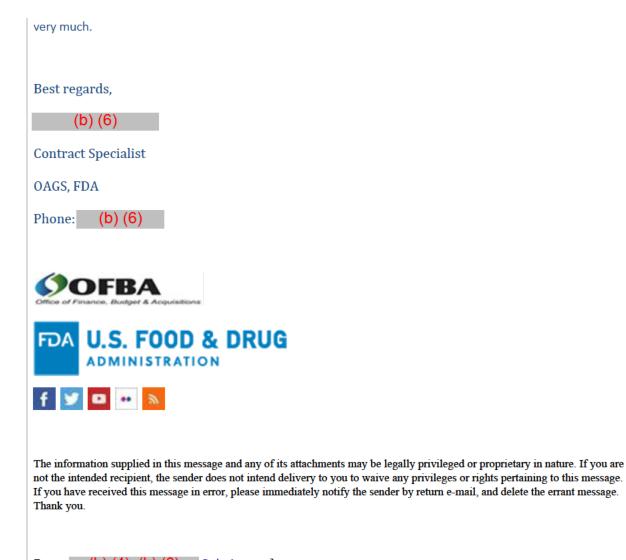
Phone: (b) (6)





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If you have received this message in error, please immediately notify the sender by return e-mail, and delete the errant message. Thank you. From:(() (4). (0) (6) @abr-inc.com] Sent: Friday, July 07, 2017 2:44 PM To: (b) (6) Cc: (b) (4), (b) (6); Perrin Venosta-Larton; Perrin Larton Subject: Re: FW: FDA RFQ - 620 FDA-Howard Revised Quote #1762001-QT Good Afternoon (b) (6) (although it's still morning here in CA), I want to clarify your proposal. Are you suggesting that I: 1.) quote 16 deliveries at (b)(4) each ((b)(4)) and invoice all deliveries at (b)(4) ((b)(4))total), whichever delivery method is used or that I 2.) **quote** 16 deliveries at  $(b)^{(4)}$  each  $((b)^{(4)})$  and **invoice** each delivery as either First Overnight at  $(b)^{(4)}$  or Saturday Delivery at  $(b)^{(4)}$  with the belief that the P.O. authorized amount will be sufficient to cover all deliveries? If this is what is intended, I need to be assured that an invoice reflecting a Saturday Delivery fee of (b) (4) will be paid at that amount since it would appear to be above the authorized fee per delivery. A revised quote will be transmitted once I receive your clarification. Thank you, (b) (4), (b) (6 On Fri, Jul 7, 2017 at 11:02 AM, (b) (6) @fda.hhs.gov> wrote: Good afternoon (D) (4) (D) (6) Because FDA will not be able to add money later on for any possible Saturday deliveries, I would like to suggest perhaps it would be best to split the difference and adjust the delivery cost to S(b) (4) and that should be sufficient for any deliveries required. If this is acceptable, please amend your quote and re-submit. Thank you



 From:
 (b) (4), (b) (6)
 @abr-inc.com]

 Sent:
 Thursday, July 06, 2017 7:45 PM

 To:
 (b) (6)

 Cc:
 (b) (6);

 Perrin Venosta-Larton;
 Perrin Larton

 Subject:
 Re:
 FW: FDA RFQ - 620 FDA-Howard Revised Quote #1762001-QT

# Hi (b) (6)

Please find attached Revised Quote #1762001-QT for (b (b) which now reflects all deliveries via (b) (4) . I understand that should the researcher request procurement or samples on rinays for Saturday deliveries, then the increase in shipping fee for those instances will be adjusted for and paid.

The Fee Schedule states the costs only for the HB/HIV panel, as that panel is historically most often requested by researchers. We have many researchers, all with different testing requirements, and it would be confusing and tedious to list them all, which is why the Fee Schedule states "Please Call" for test costs for anything other than HB/HIV. The requested test panel is then created specifically for that researcher.

Please forward your P.O. to my attention once it is created.	
Thank you, (b) (4), (b) (6)	
On Thu, Jul 6, 2017 at 6:13 AM, (b) (6)	@fda.hhs.gov> wrote:
Good morning <sup>(b) (4), (b) (6)</sup>	
I do have your 2017 Schedule and appreciate your thoughts on the (b) (4) and regarding the pricing for the testing is due to the only listing on your Fees for testing at <sup>(b) (4)</sup> . There is no listing for HIV/HB/HC testing so I have nothing to condelivery charges do present an issue. By charging the highest cost for all possis than the budget allows. Because a Saturday delivery is not contemplated for a looks possible. A small adjustment in the costs would be greatly appreciated i constraints.	Services Schedule is for HIV, HBsAg ompare it to. Also, the <mark>(b) (4)</mark> ble deliveries, it is more expensive all 16 deliveries, an adjustment
Please let me know if there is any adjustments possible. Thank you very much	
Best regards,	
(b) (6)	
Contract Specialist	
OAGS, FDA	
Phone: (b) (6)	

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Thank you.

From: (b) (4), (b) (6) @abr-inc.com] Sent: Wednesday, July 05, 2017 4:37 PM To: (b) (6) Cc: (b) (4), (b) (6); Perrin Larton Subject: Re: FW: FDA RFQ - 620 FDA-Howard Quote #1762001-QT

Hi (b) (6),

Where do you see an error on the pricing for the HIV/HB/HC tesiting, and what is the allowable budget? We have been able to maintain the \$<sup>(b)(4)</sup> fee for HIV/HB/HC testing for quite some time. Perhaps were you referring to an old Fees For Services Schedule?

(b) (4) has been quoted at the higher fee for Saturday Deliveries in order to cover those instances when a Friday procurement entails a Saturday delivery. There is a chance that some deliveries will be sent via (b) (4) , which is at a lesser fee of  $\$^{(b)}(4)$  per shipment, therefore it is likely the full amount of the resulting P.O. would not be invoiced for. Also, we could change the quote to reflect all or some deliveries via (b) (4) and its lesser fee, but this may impact the number of samples that we can procure for Kristina if we can not do so on Fridays.

I've attached our current schedule for your reference and look forward to clarification on the perceived fee discrepancy and insight on your budget.

Thank you,

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

On Wed, Jul 5, 2017 at 12:24 PM, (b) (6)

<u>@fda.hhs.gov</u>> wrote:

Good afternoon,

I reviewed your quote and unfortunately it is over the allowable budget and it appears there may have been an error in the pricing for the HIV/HB/HC Blood Testing. Please review your quote and let me know if an adjustment can be made to lower the pricing. Let me know by 3:30pm 7 July 2017. Thank you very much and I look forward to hearing from you.

Best regards,

(b) (6)
Contract Specialist
OAGS, FDA
Phone: (b) (6)
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From:       (b) (4), (b) (6)       @abr-inc.com]         Sent:       Wednesday, July 05, 2017 12:33 PM         To:       (b) (6)       Cc: (b) (4), (b) (6); Perrin Larton         Subject:       Re:       FW:       FDA RFQ - 620 FDA-Howard Quote #1762001-QT
Good Morning (b) (6)
<sup>ΦΙ4:ΦΙ6</sup> has Forwarded to me your request for a quote for Kristina Howard. Your quote is attached. Please send the resulting P.O. to my attention, and feel free to contact me if you have any questions.
Thank you,
(b) (4), (b) (6)

Forwarded message From: "(b) (6) @fda.hhs.gov>
Date: Jul 3, 2017 7:27 AM Subject: FW: FDA RFQ
To: "pvlarton@abr-inc.com" <pvlarton@abr-inc.com>, "abr@abr-inc.com" <abr@abr-inc.com< a=""> Cc:</abr@abr-inc.com<></pvlarton@abr-inc.com>
Please see message below and let me know if you intend to submit a quote by 3:30 pm 5 July 2017. Thank you.
Best regards,
(b) (6)
Contract Specialist
OAGS, FDA
Phone: (b) (6)
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From: (b) (6) Sent: Wednesday, June 28, 2017 9:52 AM To: 'pvlarton@abr-inc.com' Subject: FDA RFQ Importance: High
Good morning Ms. Larton,

From:	(b) (6), (b)	
То:	(b) (6)	
Cc:	Howard, Kristina; (b) (6), (b) AwardsCDER (b) (6), ; Perrin Venosta-Larton; Perrin Larton	
Subject:	Re: HHSF223201710238P Tissue Procurement - 620 FDA-Howard	
Date:	Friday, July 14, 2017 11:09:42 AM	
Attachments:	image001.png	
	image002.png	
Good Morning (b) (6),		

Acknowledging receipt of P.O. #HHSF223201710238P.

# (b) (6), (b) (4) <sup>U</sup>,

Ĺ	
	On Fri, Jul 14, 2017 at 7:02 AM, (b) (6) <u>@fda.hhs.gov</u> > wrote:
	Good morning ADVANCED BIOSCIENCE RESOURCES,
	Congratulations, attached please find FDA purchase order #HHSF223201710238P for Tissue Procurement. Your Government Point of Contact will be:
	POC: Kristina Howard
	Tel: <u>301-796-5185</u>
	Email: <u>Kristina.Howard@fda.hhs.gov</u>
	Communicate directly with your POC regarding delivery and any questions you may have.

Please acknowledge receipt. Thank you.

Best regards,

(b) (6)

**Contract Specialist** 

OAGS, FDA

Phone: (b) (6)





The information supplied in this message and any of its attachments may be legally privileged or proprietary in nature. If you are not the intended recipient, the sender does not intend delivery to you to waive any privileges or rights pertaining to this message. If you have received this message in error, please immediately notify the sender by return e-mail, and delete the errant message. Thank you.

(b) (6	i), (b) (4)
	2
	1516 Oak Street, #303 Alameda, CA 94501 U.S A. PH: (b) (4) Fax: <u>510-865-4090</u>

---

Email: (b) abr-inc.com

ADVANCED BIOSCIENCE RESOURCES, INC.

# FEES FOR SERVICES SCHEDULE

Effective January 1, 2017

### FETAL CADAVEROUS SPECIMEN PROCUREMENT

2nd trimester specimen (13 - 24 weeks) ......PER SPECIMEN (b) (4) 1st trimester specimen (8 - 12 weeks) ......PER SPECIMEN

### **BLOOD SPECIMEN PROCUREMENT**

Maternal Peripheral	.PER SPECIMEN
Adult Peripheral	
Full Term Umbilical Cord	.PER SPECIMEN

### SPECIAL PROCESSING / PRESERVATION

Case Report Form (CRF) completion	PER CASE	(b) (4)
Specimen "cleaning"		
Special requests (evaluated individually)		
Snap freezing (LN2)	PER SPECIMEN	
Passive freezing (Dry ice)		
Foreign shipments Electronic Fund Transfer (EFT) (Fee varies by bank)	PER SHIPMENT	(b) (4)
Electronic Fund Transfer (EFT) (Fee varies by bank)	PER INVOICE	(b) (4)

The following fees are subject to change, based upon increases imposed from outside labs and courier companies.

INFECTIOUS DISEASE SCREENING (Testing performed on donor blood)

HIV, HBsAg	(b) (4)
Additional tests	CALL

DELIVERY (Research facility responsible for delivery charges.) (FedEx billed on research facility's account but reversed to ABR will incur a \$15 rebill fee)

Federal Express Priority Overnight	b) (4)
Federal Express First Overnight	
Federal Express Saturday Delivery\$	
Other courier services	
Fuel surcharge (Research facility responsible for additional fuel surcharge) C	ALL

Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date. Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.

## SERVICE FEE

From: To: Cc:	(b) (6), (b) (b) (6), (b) errin Venosta-Larton; Perrin Larton
Subject:	Re: FW: FDA RFQ - 620 FDA-Howard Revision #2 - Quote #1762001-QT
Date:	Tuesday, July 18, 2017 12:25:45 PM
Attachments:	image001.png
	image002.png
	20170705 2017 Fee Schedule.pdf

Hello (b) (6),

Having subsequently received the P.O., I thought this requirement had already been fulfilled and so a response was no longer necessary.

We do not have a website, and we don't allow 'the public' to request tissue. It is only sent to verified researchers who have applied and have been approved to receive tissue.

As we are not selling items, we do not have prices. We assess fees for our services. The only document provided then to qualified recipients would be our Fees For Services Schedule. I've attached another copy of our current Fee Schedule for your reference. We're a small non-profit company, and the fees are the same for everyone.

I hope this fulfills your requirement. We've done business with the F.D.A. for many years and we've not experienced such rigorous procedures for the production of purchase orders. Will this process be necessary for each P.O. created now?

(b) (b), (4)	(D)	
On '	Tue, Jul 18, 2017 at 5:01 AM, (b) (6)	@fda.hhs.gov> wrote:
Go	ood morning,	
Pl	ease see my message below. Thank you.	
В	est regards,	
	(b) (6)	
Co	ontract Specialist	
0.	AGS, FDA	
Pl	none: (b) (6)	
	OFRA	
0	fice of Finance, Budget & Acquisitions	
F	DA U.S. FOOD & DRUG	
1	У 🚥 🚥 🔉	

The information supplied in this message and any of its attachments may be legally privileged or proprietary in nature. If you are not the intended recipient, the sender does not intend delivery to you to waive any privileges or rights pertaining to this message. If you have received this message in error, please immediately notify the sender by return e-mail, and delete the errant message. Thank you.

 From:
 (b)
 (6)

 Sent:
 Friday, July 14, 2017 9:34 AM

 Tc(b)
 (6), (b)
 (4)

 C
 errin Venosta-Larton; Perrin Larton

 Su
 :
 FDA RFQ - 620 FDA-Howard Revision #2 - Quote #1762001-QT

Good morning,

In order to properly document pricing, I require some documentation of your prices as offered to the public. Would you be able to provide either redacted invoices or direct me to a place on your website that lists prices? I really appreciate your assistance with this requirement. Thank you.

Best regards,



**Contract Specialist** 

OAGS, FDA

Phone: (b) (6)





The information supplied in this message and any of its attachments may be legally privileged or proprietary in nature. If you are not the intended recipient, the sender does not intend delivery to you to waive any privileges or rights pertaining to this message. If you have received this message in error, please immediately notify the sender by return e-mail, and delete the errant message.

From:	(b) (4), (b) (6)
To:	(b) (6)
Subject:	Re: HHSF223201400732P ADVANCED BIOSCIENCE RESOURCES INC Closeout Document - CDER
Date:	Monday, September 17, 2018 3:15:23 PM
Attachments:	20180917 620 FDA-Howard P.O. #HHSF223201400732P.pdf

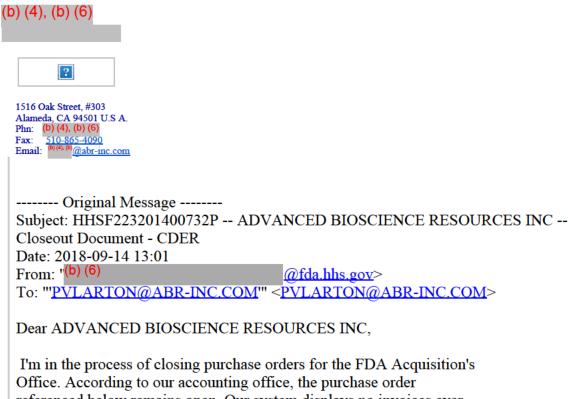
Hello (b) (6),

As far as we're concerned, P.O. HHSF223201400732P can be closed.

You say your system displays no invoices ever submitted or paid, however there is a \$7,470 difference between the noted Contract Value of \$9,900 and REMAINING FUNDS of \$2,430. We submitted 9 invoices referencing P.O. #HHSF223201400732P in 2015 totaling **\$7,470**, and all have been paid. My understanding is that the researcher (Kristina Howard) also closed out the remaining \$2,430 balance and created new P.O.s for the subsequent years.

I hope you find this useful for your task. If you have any further P.O./Invoice/Accounting guestions, please forward them to my attention.

Thank you,



Office. According to our accounting office, the purchase order referenced below remains open. Our system displays no invoices ever submitted or paid. Please confirm if any work was ever completed or if any invoices were/need to be submitted. Please confirm if all the items/services requested under this order were delivered so that I may close out this contract. Please respond by SEPTEMBER 28, 2018., If you have any questions or require additional information, please feel free to contact me.

@fda.hhs.gov>

FDA ORDER NO. HHSF223201400732P

Project Officer: (b) (6)

Vendor: ADVANCED BIOSCIENCE RESOURCES INC

Title: Tissue Procurement for Humanized Mice

Contract Value: \$ 9,900.00 REMAINING FUNDS: \$ 2,430.00

Vendor/Contractor - please complete the following:

All items/services have been delivered

All items/services have not been delivered

All payments have been received Final Payment Date (if known)

All payments have not been received

FOR YOUR CONVENIENCE, YOU CAN E-MAIL YOUR RESPONSE AND A LIST OF ANY UNDELIVERED ITEMS BACK TO ME AT (b) (6) @fda.hhs.gov.

Indelivered fields back to we at a first and

Your speedy response will be greatly appreciated.

Regards - (b) (6)

(b) (6) Contract Closeout Specialist

[1]

Links:

[1] http://www.fda.gov/

September 24, 2018

### (b) (4), (b) (6)<sub>and/or</sub>(b) (4), (b) (6)

Advanced Bioscience Resources, Inc. 1516 Oak Street, Suite 303 Alameda, CA 94501-2958

#### Re: Purchase Order No. HHSF223201810184P; Termination for the Government's Convenience

Dear <sup>(b) (4), (b) (6)</sup> and <sup>(b) (4), (b) (6)</sup>

This letter is to inform you that the Government is terminating the above referenced purchase order for tissue to humanize the immune systems of mice (the "Purchase Order").

Based on the terms and conditions of the Purchase Order as awarded to Advanced Bioscience Resources, Inc. ("ABR") on July 27, 2018, the Government is not sufficiently assured that the human tissue provided to the Government to humanize the immune systems of mice will comply with the prohibitions set forth under 42 U.S.C. § 289g-2. Furthermore, the Government has concerns with the sufficiency of the sole-source justification. Therefore, pursuant to FAR clause 52.213-4(f), the Purchase Order is being terminated effective September 24, 2018.

FAR clause 52.213-4(f) provides, in part (emphasis added),

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 a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination.

We caution ABR that in accordance with FAR clause 52.213.4(f), you <u>will not</u> receive payment for "any work performed or costs incurred that reasonably could have been avoided."

We appreciate your cooperation and prompt attention to this matter. If you have any questions regarding this notice, please contact me at (b) (6)

Sincerely,

(b) (6)

Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services, HFT-320 U.S. Food and Drug Administration Obained via FOIA by Judicial Watch, Inc.

TRANSMISSION VERIFICATION REPORT

09/24/2018 15:09 TIME NAME 8705437990 FAX TEL SER.# : BROF0J174252

U.S. FDA/NCTR

DATE, TIME FAX NO./NAME DURATION 'AGE(S) RESULT MODE

09/24 15:09 85108654090 00:00:19 01 ΟK STANDARD ECM

September 24, 2018

### (b) (4), (b) (6)<sub>and/or</sub>(b) (4), (b) (6)

Advanced Bioscience Resources, Inc. 1516 Oak Street, Suite 303 Alameda, CA 94501-2958

# Re: Purchase Order No. HHSF223201810184P; Termination for the Government's Convenience

# Dear (b) (4), (b) (6) and (b) (4), (b) (6)

This letter is to inform you that the Government is terminating the above referenced purchase order for tissue to humanize the immune systems of mice (the "Purchase Order").

Based on the terms and conditions of the Purchase Order as awarded to Advanced Bioscience Resources, Inc. ("ABR") on July 27, 2018, the Government is not sufficiently assured that the human tissue provided to the Government to humanize the immune systems of mice will comply with the prohibitions set forth under 42 U.S.C. § 289g-2. Furthermore, the Government has concerns with the sufficiency of the sole-source justification. Therefore, pursuant to FAR clause 52.213-4(f), the Purchase Order is being terminated effective September 24, 2018.

FAR clause 52.213-4(f) provides, in part (emphasis added),

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We caution ABR that in accordance with FAR clause 52.213.4(f), you will not receive payment for 2019 8273-000030 performed or costs incurred that reasonably could have been avoided."

From:	(b) (4), (b) (6)
То:	(b) (6)
Subject:	Re: HHSF223201810184P
Date:	Wednesday, October 03, 2018 4:34:21 PM

Hello (b) (6),

There are no open invoices on P.O. #HHSF-223201810184P, which was terminated as of 24SEP2018 via an email on that date from:

#### (b) (6)

Acting Director, Division of Acquisition Programs Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services, HFT-320 U.S. Food and Drug Administration

Thank you for checking.



On Tue, Oct 2, 2018 at 12:25 PM, (b) (6)

@fda.hhs.gov> wrote:

Can you verify there are no outstanding mice orders prior to 09/24/2018 and that all invoices have been paid?

Thank You

Hi <sup>(b) (4), (b) (6)</sup>

(b) (6)

Contract Specialist

Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services U.S. Food and Drug Administration Obained via FOIA by Judicial Watch, Inc.

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACTOR via	FOIA by Judicial Watch	D CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURC		5. PROJECT NO.	2 (If applicable)
0001	10/03/2018				
6. ISSUED BY CODE	DCGM	7. ADMINISTERED BY	(If other than Item 6)	CODE DCGM	
DHHS/FDA/OAGS/DCGM ATTN: (b) (6) 5630 ROOM 2129, HFA-500 ROCKVILLE MD 20857		DHHS/FDA/OAG ATTN: (b) 5630 FISHERS ROOM 2129, H ROCKVILLE MD	(6) LAINE FA-500		
			20037		
8. NAME AND ADDRESS OF CONTRACTOR (No., street ADVANCED BIOSCIENCE RESOURCE: Attn: (b) (4), (b) (6) ADVANCED BIOSCIENCE RESOURCE: 1516 OAK ST STE 303 ALAMEDA CA 945012958	S INC 1417096	(x) 98. DATED (SEE ITE	F SOLICITATION NO. EM 11) NOF CONTRACT/ORD 310184P	DER NO.	
		10B. DATED (SEE IT	'EM 13)		
CODE 1417096	FAC LITY CODE	07/25/2018			
	11. THIS ITEM ONLY APPLIES T	TO AMENDMENTS OF SOLICI	TATIONS		
THE PLACE DESIGNATED FOR THE RECEIPT OF 0 virtue of this amendment you desire to change an offer reference to the solicitation and this amendment, and 12. ACCOUNT NG AND APPROPRIATION DATA ( <i>If requ</i>	er already submitted , such change ma is received prior to the opening hour uired) N	ay be made by telegram or let			
2018.6CS2804.252Z.B38517SS00					
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORE	DERS. IT MODIFIES THE CON	ITRACT/ORDER NO. A	S DESCRIBED IN ITEM 1	4.
CHECK ONE A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH	IN ITEM 14 ARE MADE	IN THE CONTRACT	
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	T/ORDER IS MODIF ED TO REFLE 1 N ITEM 14, PURSUANT TO THE #	ECT THE ADM NISTRATIVE C AUTHORITY OF FAR 43.103(b	HANGES (such as char ).	nges in paying office,	
C. THIS SUPPLEMENTAL AGREEMEN		o authority of:			
D. OTHER (Specify type of modification					
X FAR 52.213-4(f) Term			0		
E. IMPORTANT Contractor ⊠ is not, 14. DESCRIPTION OF AMENDMENT/MODIFICATION	is required to sign this document			-	
Tax ID Number: 94-3110160 DUNS Number: 786845982					
In accordance with the Termi					
modification formally termin	-		-		
de-obligate the remaining am	-	-		660.00. Fina	⊥⊥y,
no billing shall be accepted	for any work that	occurred aller	9/24/2018.		
Delivery: 07/25/2019					
Delivery Location Code: WO66 WHITE OAK CAMPUS, BUILDING 6					
The US Food and Drug Adminis					
10903 New Hampshire Avenue	CIACION				
Continued					
Except as provided herein, all terms and conditions of the	e document referenced in Item 9 A o	r 10A, as heretofore changed	remains unchanged ar	nd in full force and effect	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITL		OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED				DATE SIGNED
(Signature of person authorized to sign)	<u> </u>				10/11/2018
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 Prescribed by GSA	) (REV. 10-83)

Prescribed by GSA FAR (4446572591248273-000033

ONTINU	ATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSF223201810184P/000bailned via FOIA by Judicial	Watch, Inc.			2 2
	ROR OR CONTRACTOR BIOSCIENCE RESOURCES INC 1417096				
EM NO.	SUPPL ES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Building 66				
	Silver Spring MD 20993 US				
	Payment:				
	FDA PAYMENT SVCS Attn: FDA Vendor payment Team				
	COLE RM8050				
	8455 Colesville Road				
	Silver Spring MD 20993				
	Appr. Yr.: 2018 CAN: 6CS2804 Object Class: 252Z	CenterTa	с: E3	851 <b>7ss0</b> 030pAr	
	FOB: Destination				
	Period of Performance: 07/26/2018 to 07/25/2019				
	Change Item 1 to read as follows (amount shown is	the obl	igate	d amount):	
	5		ľ I	, i	
	Humanized Mice:				-11,660
	<ol> <li>2nd Trimester Liver (16-24 weeks), Qty-15</li> <li>2nd Trimester Thymus (16-24 weeks), Qty-15</li> </ol>				
	3) HIV/HB/HC Blood Testing, Qty 15				
	Shipping (b) (4) each delivery, Qty 15				
		1	1		

From:	(b) (6)
To:	(b) (4), (b) (6) <u>@abr-inc.com</u>
Cc:	(b) (6)
Subject:	HHSF223201810184P-Modification
Date:	Thursday, October 11, 2018 12:39:45 PM
Attachments:	MOD 1.pdf

### (b) (4), (b) (6)

Please see the attached modification that de-obligates the remaining funds and completely closes the contract.

Thank You



Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services U.S. Food and Drug Administration

From:	(b) (4), (b) (6)
To:	(b) (6)
Cc:	<sup>(b) (4), (b)</sup> @abr-inc.com
Subject:	Re: HHSF223201810184P-Modification
Date:	Thursday, October 11, 2018 12:57:59 PM

Thank you (b) (6) I appreciate your thoroughness. As this is the first time I've experienced this sort of event with a government entity, how many more Termination/Amendment/Modification forms should I expect to receive for this closed P.O. #HHSF223201810184P? What are the next steps I should anticipate?

Thanks again,



On Thu, Oct 11, 2018 at 9:39 AM, (b) (6)

@fda.hhs.gov> wrote:

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

Please see the attached modification that de-obligates the remaining funds and completely closes the contract.

Thank You

(b) (6)

Contract Specialist

Office of Operations, Office of Finance Budget & Acquisitions Office of Acquisitions and Grants Services U.S. Food and Drug Administration Obained via FOIA by Judicial Watch, Inc.

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CON <b>PRAIO</b> ED via	FOIA b	y Judicial Watch, Inc.	PAGE	E OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		REQUISITION/PURCHASE REQ. NO.	5. PROJEC	12 T NO. (If applicable)
0001	04/01/2013				
6. ISSUED BY CODE	DCSC	7. /	ADM NISTERED BY (If other than Item 6)	CODE DO	CSC
DHHS/FDA/OAGS/DCSC		DF	HS/FDA/OAGS/DCSC		
ATTN:		A	TTN:		
5630 FISHERS LANE			530 FISHERS LANE		
ROOM 2129, HFA-500			DOM 2129, HFA-500		
ROCKVILLE MD 20857		RC	OCKVILLE MD 20857		
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.		
	TNO 1417000	(^)			
ADVANCED BIOSCIENCE RESOURCE:	5 INC 1417096		9B. DATED <i>(SEE ITEM 11)</i>		
Attn: <mark>(b)(4),(b)(6)</mark> ADVANCED BIOSCIENCE RESOURCE:	S INC				
1516 OAK ST STE 303	5 11(0				
ALAMEDA CA 945012958		х	10A. MODIFICATION OF CONTRACT/ORI HHSF223201211452P	DER NO.	
			10B. DATED (SEE ITEM 13)		
CODE 1417096	FACILITY CODE		09/19/2012		
	11. THIS ITEM ONLY APPLIES	TO AMEN	IDMENTS OF SOLICITATIONS		
reference to the solicitation and this amendment, and 12. ACCOUNT NG AND APPROPRIATION DATA ( <i>if req</i> See Schedule 13. THIS ITEM ONLY APPLIES TO M	uired)		specified.		ITEM 14.
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/OR	RDERS. II	MODIFIES THE CONTRACT/ORDER NO.	AS DESCRIBED IN	ITEM 14.
CHECK ONE A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority)	THE CHA	ANGES SET FORTH IN ITEM 14 ARE MAD	E IN THE CONTRA	СТ
B. THE ABOVE NUMBERED CONTRAC	T/ORDER IS MOD FIED TO REFL	ECT THE	ADMINISTRATIVE CHANGES (such as ch ITY OF FAR 43.103(b).	anges in paying offi	ce,
	INTENTA, PORSOANT TO THE	AUTHUR	11 f OF FAR 43.103(b).		
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT	TO AUTH	ORITY OF:		
D. OTHER (Specify type of modification	and authority)				
E. IMPORTANT Contractor Is not.	in required to sign this documer	nt and rate	in conice to the		
E. IMPORTANT         Contractor         Is not.           14. DESCRIPTION OF AMENDMENT/MODIFICATION	is required to sign this documer			•	
Tax ID Number: 94-3110160		<i>30, 1101aai</i>			
DUNS Number: 786845982					
This Purchase Order is being	modified to refle	ect de	elivery schedule.		
Oct 10, 2012-liver/thymus an	d delivery charges	₃ (b)	(4)		
Oct 16, 2012-liver/thymus an					
Oct 24, 2012-liver/thymus and					
Nov 13, 2012-liver/thymus and					
Mar 21, 2013-liver thymus and					
Mar 28, 2013-liver/thymus and					
Apr 11, 2013-liver/thymus and					
Apr 25, 2013-liver/thymus and					
Continued	a derivery charges				
Except as provided herein, all terms and conditions of th	e document referenced in Item 0.4 c	or 104 oo	heretofore changed, remains upchanged or	nd in full force and o	ffect
15A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )	e accument referenced in item 9A C		A. NAME AND TITLE OF CONTRACTING		
· · · · · · · · · · · · · · · · · · ·			(b) (6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16	B. UNITED STATES OF AMERICA		16C. DATE SIGNED
			lectronically Signed (	4/01/2013	
(Signature of person authorized to sign)	—	-	(Signature of Contracting Officer)		
NSN 7540-01-152-8070	I			STANDARD FC	DRM 30 (REV. 10-83)
Previous edition unusable				Prescribed by G FAR (48 <b>–6562)</b>	ടെ∧ ഉ <b>ീ848273-000038</b>

## CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSF223201211452P/0001

NAME OF OFFEROR OR CONTRACTOR

ADVANCED BIOSCIENCE RESOURCES INC 1417096

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	May 09, 2013-liver/thymus and delivery charges				
	(b) (4)				
	May 23, 2013-liver/thymus and delivery charges				
	(b) (4) Jun 06, 2013-liver/thymus and delivery charges				
	(b) (4)				
	Jun 20, 2013-liver/thymus and delivery charges				
	(b) (4)				
	Jul 11, 2013-liver/thymus and delivery charges				
	(b) (4) Jul 25, 2013-liver/thymus and delivery charges				
	(b) (4)				
	Aug 08, 2013-liver/thymus and delivery charges				
	(b) (4)				
	Aug 22, 2013-liver/thymus and delivery charges				
	(b) (4) Sep 05, 2013-liver/thymus and delivery charges				
	(b) (4)				
	Sep 19, 2013-liver/thymus and delivery charges				
	(b) (4)				
	Total \$ (b) (4) Discount Terms: NET 30P				
	Payment:				
	OFM				
	Food and Drug Administration				
	4040 North Central Expressway				
	Suite 300 Dallas TX 75204				
	52.212-5				
	Contract Terms and Conditions Required to				
	Implement Statutes or Executive Orders Commercial				
	Items (May 2012)				
	(a) The Contractor shall comply with the				
	following Federal Acquisition Regulation (FAR)				
	clauses, which are incorporated in this contract				
	by reference, to implement provisions of law or Executive orders applicable to acquisitions of				
	commercial items:				
	(1) 52.222-50, Combating Trafficking in Persons				
	(Feb 2009) (22 U.S.C. 7104(g)).				
	Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.				
	7104(g)).				
	(2) 52.233-3, Protest After Award (Aug 1996) (31				
	U.S.C. 3553). Continued				

OF

12

PAGE

2

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 HHSF223201211452P/@bained via FOIA by Judicial Watch, Inc.
 3
 12

NAME OF OFFEROR OR CONTRACTOR

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).				
	(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:				
	[Contracting Officer check as appropriate.]				
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).				
	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).				
	<pre>(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)</pre>				
	(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).				
	(5) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (Jul 2010) (Pub. L. 111-5).				
	(6) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).				
	(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).				
	(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Continued				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).				
	(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).				
	(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).				
	(11) [Reserved]				
	(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).				
	(ii) Alternate I (Nov 2011).				
	(iii) Alternate II (Nov 2011).				
	(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).				
	(ii) Alternate I (Oct 1995) of 52.219-7.				
	(iii) Alternate II (Mar 2004) of 52.219-7.				
	_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).				
	(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).				
	(ii) Alternate I (Oct 2001) of 52.219-9.				
	(iii) Alternate II (Oct 2001) of 52.219-9.				
	(iv) Alternate III (Jul 2010) of 52.219-9.				
	(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).				
	(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).				
	(18) 52.219-16, Liquidated Damages?Subcon-tracting Plan (Jan 1999) (15 Continued				

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EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ( (C)	JNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	U.S.C. 637(d)(4)(F)(i)).				
	(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).				
	(ii) Alternate I (June 2003) of 52.219-23.				
	(20) 52.219-25, Small Disadvantaged Business Participation Program?Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).				
	(21) 52.219-26, Small Disadvantaged Business Participation Program? Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).				
	(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).				
	(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).				
	(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).				
	(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).				
	(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).				
	(27) 52.222-19, Child Labor?Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).				
	(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).				
	(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).				
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ADVANCED BIOSCIENCE RESOURCES INC 1417096

MNO. A)	SUPPLIES/SERVICES	QUANTITY (C)	UNIT		AMOUNT (F)
A)	(B) (30) 52.222-35, Equal Opportunity for Veterans		ע)	(E)	(1)
	(Sep 2010) (38 U.S.C. 4212).				
	(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).				
	(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).				
	(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).				
	(34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)				
	(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)				
	(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)				
	(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).				
	(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).				
	(ii) Alternate I (Dec 2007) of 52.223-16.				
	(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).				
	(39) 52.225-1, Buy American Act?Supplies (Feb 2009) (41 U.S.C. 10a-10d).				
	(40)(i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Mar 2012) (41 Continued				

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NAME OF OFFEROR OR CONTRACTOR

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).				
	(ii) Alternate I (Mar 2012) of 52.225-3.				
	(iii) Alternate II (Mar 2012) of 52.225-3.				
	(iv) Alternate III (Mar 2012) of 52.225-3.				
	(41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).				
	(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).				
	(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).				
	(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).				
	(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).				
	(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).				
	_X_ (47) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).				
	(48) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).				
	(49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).				
	(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).				
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ADVANCED BIOSCIENCE RESOURCES INC 1417096

MNO. A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUNT
A)	(51)(i) 52.247-64, Preference for Privately	(0)	(D)	(E)	(f)
	Owned U.SFlag Commercial Vessels (Feb 2006) (46				
	U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).				
	(ii) Alternate I (Apr 2003) of 52.247-64.				
	(a) The Contractor shall comply with the FAD				
	(c) The Contractor shall comply with the FAR				
	clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer				
	has indicated as being incorporated in this				
	contract by reference to implement provisions of				
	law or Executive orders applicable to				
	acquisitions of commercial items:				
	[Contracting Officer check as appropriate.				
	(1) 52.222-41, Service Contract Act of 1965				
	(2) 52.222-42, Statement of Equivalent Rates				
	for Federal Hires (May 1989) (29 U.S.C. 206 and				
	41 U.S.C. 351, et seq.).				
	(3) 52.222-43, Fair Labor Standards Act and				
	Service Contract Act?Price Adjustment (Multiple				
	Year and Option Contracts) (Sep 2009) (29 U.S.C.				
	206 and 41 U.S.C. 351, et seq.).				
	(4) 52.222-44, Fair Labor Standards Act and				
	Service Contract Act?Price Adjustment (Sep 2009)				
	(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).				
	(5) 52.222-51, Exemption from Application of				
	the Service Contract Act to Contracts for				
	Maintenance, Calibration, or Repair of Certain				
	Equipment?Requirements (Nov 2007) (41 351, et				
	seq.).				
	(6) 52.222-53, Exemption from Application of				
	the Service Contract Act to Contracts for Certain Services Requirements (Feb 2009) (41 U.S.C. 351,				
	et seq.).				
	(7) 52.226-6, Promoting Excess Food Donation				
	to Nonprofit Organizations (Mar 2009) (Pub. L.				
	110-247).				
	(8) 52.237-11, Accepting and Dispensing of \$1				
	Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).				
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NAME OF OFFEROR OR CONTRACTOR

#### ADVANCED BIOSCIENCE RESOURCES INC 1417096

<ul> <li>(d) Comptroller General Examination of Record.</li> <li>The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records Negotiation.</li> <li>(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related</li> </ul>			(E)	(F)
or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly				
to this contract.				
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.				
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.				
(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause? Continued				
	fices at all reasonable times the records, laterials, and other evidence for examination, udit, or reproduction, until 3 years after final ayment under this contract or for any shorter eriod specified in FAR Subpart 4.7, Contractor ecords Retention, of the other clauses of this ontract. If this contract is completely or artially terminated, the records relating to the ork terminated shall be made available for 3 ears after any resulting final termination ettlement. Records relating to appeals under the isputes clause or to litigation or the ettlement of claims arising under or relating to his contract shall be made available until such ppeals, litigation, or claims are finally esolved. 3) As used in this clause, records include ooks, documents, accounting procedures and ractices, and other data, regardless of type and egardless of form. This does not require the ontractor to create or maintain any record that he Contractor does not maintain in the ordinary ourse of business or pursuant to a provision of aw. e) (1) Notwithstanding the requirements of the lauses in paragraphs (a), (b), (c), and (d) of his clause, the Contractor is not required to low down any FAR clause, other than those in his paragraph (e) (1) in a subcontract for ommercial items. Unless otherwise indicated elow, the extent of the flow down shall be as equired by the clause?	fices at all reasonable times the records, aterials, and other evidence for examination, udit, or reproduction, until 3 years after final ayment under this contract or for any shorter eriod specified in FAR Subpart 4.7, Contractor ecords Retention, of the other clauses of this ontract. If this contract is completely or artially terminated, the records relating to the ork terminated shall be made available for 3 ears after any resulting final termination ettlement. 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Unless otherwise indicated elow, the extent of the flow down shall be as equired by the clause?	ffices at all reasonable times the records, aterials, and other evidence for examination, udit, or reproduction, until 3 years after final ayment under this contract or for any shorter eriod specified in FAR Subpart 4.7, Contractor ecords Retention, of the other clauses of this ontract. If this contract is completely or artially terminated, the records relating to the ork terminated shall be made available for 3 ears after any resulting final termination ettlement. Records relating to appeals under the isputes clause or to litigation or the ettlement of claims arising under or relating to his contract shall be made available until such ppeals, litigation, or claims are finally esolved. 3) As used in this clause, records include ooks, documents, accounting procedures and ractices, and other data, regardless of type and egardless of form. 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Records relating to appeals under the isputes clause or to litigation or the ettlement of claims arising under or relating to his contract shall be made available until such ppeals, litigation, or claims are finally esolved. 3) As used in this clause, records include ooks, documents, accounting procedures and ractices, and other data, regardless of type and egardless of form. This does not require the ontractor to create or maintain any record that he Contractor does not maintain in the ordinary ourse of business or pursuant to a provision of aw. e) (1) Notwithstanding the requirements of the lauses in paragraphs (a), (b), (c), and (d) of his clause, the Contractor is not required to low down any FAR clause, other than those in his paragraph (e) (1) in a subcontract for ommercial items. Unless otherwise indicated elow, the extent of the flow down shall be as equired by the clause?</pre>

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NAME OF OFFEROR OR CONTRACTOR

ADVANCED BIOSCIENCE RESOURCES INC 1417096 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO. AMOUNT (C) (D) (A) (B) (E) (F) (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (iii) [Reserved] (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212). (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.). (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.). Continued ...

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EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).				
	(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.				
	(xiv) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.				
	(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.				
	(End of clause)				
	52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (APR 2012)				
	RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:				
	THE SUPPLIES AND/OR SERVICES DELIVERED HEREUNDER SHALL BE INSPECTED AND ACCEPTED AT DESTINATION BY THE CONTRACTING OFFICER?S REPRESENTATIVE (COR) SPECIFIED BELOW. IF THE SUPPLIES OR SERVICES ARE ACCEPTABLE, THE COR SHALL PROMPTLY FORWARD A REPORT OF INSPECTION AND ACCEPTANCE TO THE PAYING OFFICE. IF THE SUPPLIES OR SERVICES ARE NOT ACCEPTABLE, THE COR SHALL DOCUMENT THE NONCONFORMING ITEMS/SERVICES AND IMMEDIATELY NOTIFY THE CONTRACTING OFFICER.				
	THE COR FOR THIS ORDER IS: (b)(6) (b)(6)				
	POINTS OF CONTACT: (b)(6)				
	QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b)(6) (b)(6)				
	FDA INVOICE REQUIREMENTS:				
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	THE CONTRACTOR SHALL SUBMIT INVOICES TO THE ADDRESS DESIGNATED IN THE PURCHASE ORDER (SEE BLOCK 21) TO RECEIVE INVOICES. TO CONSTITUTE A PROPER INVOICE, THE INVOICE MUST BE SUBMITTED ON COMPANY LETTERHEAD AND INCLUDE-				
	<ul> <li>(I) NAME AND ADDRESS OF THE CONTRACTOR;</li> <li>(II) INVOICE DATE AND INVOICE NUMBER;</li> <li>(III) PURCHASE ORDER NUMBER;</li> <li>(IV) DESCRIPTION, QUANTITY, UNIT OF MEASURE, UNIT PRICE AND EXTENDED PRICE SUPPLIES DELIVERED OR SERVICES PERFORMED;</li> <li>(V) SHIPPING NUMBER AND DATE OF SHIPMENT,</li> <li>INCLUDING THE BILL OF LADING NUMBER AND WEIGHT OF SHIPMENT IF SHIPPED ON GOVERNMENT BILL OF LADING;</li> <li>(VI) TERMS OF ANY DISCOUNT FOR PROMPT PAYMENT OFFERED;</li> <li>(VII) NAME AND ADDRESS OF OFFICIAL TO WHOM PAYMENT IS TO BE SENT (MUST BE THE SAME AS THAT IN THE PURCHASE ORDER OR IN A PROPER NOTICE OF ASSIGNMENT);</li> <li>(VIII) NAME, TITLE, AND PHONE NUMBER OF PERSON TO NOTIFY IN EVENT OF DEFECTIVE INVOICE;</li> <li>(IX) TAXPAYER IDENTIFICATION NUMBER (TIN).</li> <li>(X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING INFORMATION.</li> <li>(XI) NAME AND TELEPHONE NUMBER OF THE FDA PROJECT OFFICER REFERENCED ON THE PURCHASE ORDER; AND</li> <li>(XII) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE ORDER.</li> </ul>				
	AN ELECTRONIC INVOICE IS ACCEPTABLE IF SUBMITTED IN ADOBE ACROBAT (PDF) FORMAT. ALL ITEMS LISTED IN (I) THROUGH (XII) OF THIS CLAUSE MUST BE INCLUDED IN THE ELECTRONIC INVOICE. ELECTRONIC INVOICES MUST BE ON COMPANY LETTERHEAD AND MUST CONTAIN NO INK CHANGES AND BE LEGIBLE FOR PRINTING.				
	QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214)253-5200.				
				EDA	

CLIN	DESCRIPTION	QTY	Unit Price	PRICE
0001	2 <sup>nd</sup> Trimester Liver (16-24 weeks)	15		
	2 <sup>nd</sup> Trimester Thymus (16-24 weeks)	15		
	HIV/HB/HC Blood Testing	15		
	Shipping	15		
	Total Cost			\$15,900.00

#### **Price Schedule**

#### STATEMENT OF WORK

The Division of Applied Regulatory Science (DARS) OCP/OTS/CDER is conducting a research program to evaluate the usefulness of humanized mice (HM) for regulatory purposes. The HM are created by surgical implantation of human tissue into mice that have multiple genetic mutations that block the development of the mouse immune system at a very early stage. The absence of the mouse immune system allows the human tissues to grow and develop into functional human tissues. As part of this process DARS needs to repeatedly acquire the proper type of tissues. In order for the humanization to proceed correctly we need to obtain fetal tissue with a specific set of specialized characteristics.

The supplier will provide human fetal tissue with the following characteristics:

- Age range 16-24 weeks
- Liver and thymus tissue from the same donor unless liver only is requested.
- Tissue must be fresh and never frozen.
- No tissues where the mother is known to be positive for HIV or for Hepatitis A, B, or C viruses.
- No known chromosomal abnormalities.
- Testing for HIV, Hepatitis B & C will be completed on maternal blood for all tissues procured and results provided when available.

The supplier will be notified of the need for tissue by email or phone and will notify the investigator by email as to the availability of tissues. Tissue will be requested approximately two to three times per month.

### **CONTRACT ADMINISTRATION**

The contact information for the FDA point of contact is the following:

Kristina Howard US Food & Drug Administration 10903 New Hampshire Silver Spring, MD 20993 Email: <u>Kristina.Howard@fda.hhs.gov</u> **Telephone:** 301.796.0117 The contact information for the FDA Contracting Officer is the following:

(b) (6)

U.S. Food and Drug Administration Office of Acquisitions and Grants Services 5630 Fishers Lane Rockville, MD 20857 (b) (6) Telephone: (b) (6)

The contact information for the FDA Contract Specialist is the following:

(b) (6) U.S. Food and Drug Administration Office of Acquisitions and Grants Services 5630 Fishers Lane Rockville, MD 20857 Telephone: (b) (6) (b) (6)

The contact information for the Contractor is the following:

(b) (4), (b) (6) Advanced Bioscience Resources Inc. 1516 Oak Street, Suite 303 Alameda, CA 94501-2958 Email: <sup>(b) (4), (b) (6)</sup> Telephone(b) (4), (b) (6)

### CONTRACT CLAUSES

### HHSAR Clauses Incorporated by Reference

This order incorporates the following U.S. Department of Health and Human Services Acquisition Regulation (HHSAR) clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following website: <a href="http://www.hhs.gov/policies/hhsar/">http://www.hhs.gov/policies/hhsar/</a>.

# 352.222-70, Contractor Cooperation in Equal Employment Opportunity Investigations (January 2010)

352.231-71, PRICING OF ADJUSTMENTS (JANUARY 2001)

This contract incorporates one or more clauses by reference, noted in Title 48, Federal Acquisition Regulations System, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <u>http://farsite.hill.af.mil/VFHHSARA.HTM</u>.

HHSAR Clause	<u>Description</u>	Date
352.202-1	Definitions	(Jan 2006)
352.203-70	Anti-lobbying	(Jan 2006)
352.215-70	Late proposals and revisions	(Jan 2006)
352.223-70	Safety and health	(Jan 2006)
352.224-70	Privacy Act	(Jan 2006)
352.228-7	InsuranceLiability to third persons	(Dec 1991)
352.233-71	Litigation and claims	(Jan 2006)
352.242-73	Withholding of contract payments	(Jan 2006)
352.242-71	Tobacco-free Facilities	(Jan 2006)
352.242-74	Final decisions on audit findings	(Apr 1984)
352.270-1	Accessibility of meetings, conferences, and seminars to persons with disabilities	(Jan 2001)

#### FAR Clauses Incorporated by Reference:

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: www.acquisition.gov/far/index.html

52.202-1 Definitions (November 2013)

52.203-5 Covenant Against Contingent Fees (May 2014)

52.203-7 Anti-Kickback Procedures (May 2014)

52.212-4 Contract Terms and Conditions-Commercial Items (May 2015)

52.217-8 Option to Extend Services (November 1999)

52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

### FAR Clauses in Full Text:

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OF EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-

77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).X(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C.3509).

(3) <u>52.</u>203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 $\underline{X}$  (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note). (5)

[Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 $\underline{X}$  (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [<u>Res</u>erved]

(11) (<u>i)</u> 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (<u>i)</u> 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4. (13)

[Reserved]

\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644). (ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)  $(\overline{i})$  52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). (ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16)  $5\overline{2.219}$ -8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

(17) (<u>i)</u> 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)). (ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9. (iv)

Alternate III (Oct 2015) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

<u>X</u> (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.

637(d)(4)(F)(i)).

(21) <u>52.2</u>19-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) <u>52.2</u>19-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB)

Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). (28)

52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

\_(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (<u>i)</u> 52.223-9, Estimate of Percentage of Recovered Material Content for EPA- Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

(ii) Alternate I (Oct 2015) of 52.223-13.

(37) ( $\underline{i}$ ) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(38)  $5\overline{2.2}$ 23-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(39) (<u>i)</u> 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

 $\underline{X}$  (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

X (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

X (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41

U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19

U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-

283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) <u>Alternate II (May 2014) of 52.225-3. (iv)</u>

Alter<u>nate</u> III (May 2014) of 52.225-3.

(43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note). (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s,

proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) <u>52.2</u>25-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) <u>52.2</u>26-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) <u>52.2</u>26-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) <u>52.</u>232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(49) <u>52.2</u>32-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 $\underline{X}$  (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) <u>52.2</u>32-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb

2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). (ii)

Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658). (9)
52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)
(42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509). (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67). (xi) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

		ORD	ER FOR SU	PPLIES OR SERV	ICES				PAGE	OF PAGES		
IMPORTANT: Ma	ark all packages and pap								1	14		
1. DATE OF ORDER	2. CONTRACT NO.	(If any)			6. SHIP TO:							
09/19/2012					a. NAME OF CONSIGNEE							
3 ORDER NO. HHSF223201	211452P		REQUISITION/R	EFERENCE NO.	WHITE OAK CAMPUS, BUILDING 64							
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCSC ATTN: 5630 FISHERS LANE				b.STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 64								
ROOM 2129, HFA-500 ROCKVILLE MD 20857					c CITY Silve	r S	pring		d. STATE MD	e. ZIP CODE 20993		
<u>7. то:</u> (b) (4)	, (b) (6)				f. SHIP VI	A						
a NAME OF CONTR ADVANCED B	RACTOR IOSCIENCE RESO	URCES	INC 14170	)96		-	8. TY	PE OF ORDER				
b. COMPANY NAME					X a. PU	RCHAS	SE		b. DELIVER	Y		
c STREET ADDRES ADVANCED B 1516 OAK S	IOSCIENCE RESC	DURCES	INC		REFERE	NCE Y	OUR	re	cept for billing instructions on the ierse, this delivery order is			
d. CITY e. STATE f. ZIP CODE				f. ZIP CODE	subject to instructions co           Please furnish the following on the terms           and conditions specified on both sides of           this order and on the attached sheet, if					his form and is the terms and		
ALAMEDA			CA	945012958			livery as indicated.					
	DAPPROPRIATION DAT/ 54.2522.048095		INBD		In REOU	(b	) (6) (E	DA)				
11. BUSINESS CLA a SMALL f. service-dis.	1200 CO200000	MALL	C. DISADVA	s (WOSB)	EDWOSB	2	e. HUBZone	POINT	12.F.O.B.PO Destina 16.DISCOU			
a INSPECTION Destinatio		EPTANCE inatio	'n				ON OR BEFORE (Dat 09/18/2013	e)	NET 30	P		
				17. SCHEDULE (Se	e reverse for	Reject	tions)					
ITEM NO	su	IPPLIES OR	SERVICES		QUANTITY ORDERED (c)		UNIT PRICE (e)	AMOUA (1)	ит	QUANTITY ACCEPTED (9)		
Ta DU	x ID Number: NS Number: 78 ntinued	94-311 3684598	0160									
	SHIPPING POINT			19. GROSS SHIPPING	WEIGHT		20. INVOICE NO.			17(h)		
_										(Cont pages)		
	21. MAIL INVOICE TO: 8. NAME FOOD & DRUG ADMINISTRATION							\$12,00	\$12,000.00			
ON REVERSE (o	Of FIRE							\$12,00	17(i) GRAND TOTAL			
C.	DALLAS				d. STA		e ZIP CODE 75204	1,12,00	412,000.00			
22. UNITED STA AMERICA BY		Ele	ctronical	ly Signed 09/	19/2012	2	23 NAME (Typed) (b) The contraction	(6)	CER			

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

PAGE NO

2

ATE OF ORE 9/19/20					F223201211452P	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)
	Admin Office:					
	DHHS/FDA/OAGS/DCSC					
	ATTN:					
	5630 FISHERS LANE					
	ROOM 2129, HFA-500 ROCKVILLE MD 20857					
	Appr. Yr.: 2012 CAN: 6993354 Object Class:					
	252Z CenterTag: D48095AA274NNBD					
	Tissue procurement for Humanized Mice. See				12,000.00	
	attached list		a.		12,000.00	
	Period of Performance: 09/19/2012 to					
	09/18/2013					
	52.212-5					
	Contract Terms and Conditions Required to					
	Implement Statutes or Executive Orders					
	Commercial Items (May 2012)					
	(a) The Contractor shall comply with the			-		
	following Federal Acquisition Regulation					
	(FAR) clauses, which are incorporated in					
	this contract by reference, to implement					
	provisions of law or Executive orders					
	applicable to acquisitions of commercial					
	items:					
	(1) 52.222-50, Combating Trafficking in	2				
	Persons (Feb 2009) (22 U.S.C. 7104(g)).					
	- 4					
	Alternate I (Aug 2007) of 52.222-50 (22					
	U.S.C. 7104(g)).					
	(2) 52.233-3, Protest After Award (Aug					
	1996) (31 U.S.C. 3553).					
	(3) 52.233-4, Applicable Law for Breach of				10	
	Contract Claim (Oct 2004) (Pub. L. 108-77,				· ·	
	108-78).		8			
	(b) The Contractor shall comply with the					
	FAR clauses in this paragraph (b) that the					
1	Contracting Officer has indicated as being					
	Continued					
	,					
					\$12,000.00	

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

PAGE NO

3

	Mark all packages and papers with contract and/or order numbers.						
DATE OF ORD					ORDER NO		
09/19/20	12	1			HHSF22	3201211452P	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT		AMOUNT	QUANTITY
(a)	(b)	(c)	(d)	(e)		(f)	ACCEPTED (g)
	incorporated in this contract by reference						
	to implement provisions of law or Executive				1		
	orders applicable to acquisitions of commercial items:						
	conumercial items:						
	[Contracting Officer check as appropriate.]			2			
	(1) 52.203-6, Restrictions on						
	Subcontractor Sales to the Government (Sept						
	2006), with Alternate I (Oct 1995) (41						
	U.S.C. 253g and 10 U.S.C. 2402).						
	(2) 52.203-13, Contractor Code of						
	Business Ethics and Conduct (Apr 2010)						
	(Pub. L. 110-252, Title VI, Chapter 1 (41						
Ĩ	U.S.C. 251 note)).						
	(3) 52 202 15 Whighlahlann Purt						
	(3) 52.203-15, Whistleblower Protections under the American Recovery and						
	Reinvestment Act of 2009 (June 2010)						
	(Section 1553 of Pub. L. 111-5). (Applies						· · · · · · · · · · · · · · · · · · ·
	to contracts funded by the American						
	Recovery and Reinvestment Act of 2009.)						
	(4) 52.204-10, Reporting Executive						
	Compensation and First-Tier Subcontract						
	Awards (Feb 2012) (Pub. L. 109-282) (31						
	U.S.C. 6101 note).						
	(5) 52.204-11, American Recovery and						
]	Reinvestment Act Reporting Requirements						
20	(Jul 2010) (Pub. L. 111-5).						
	(6) 52.209-6, Protecting the Governments						
	Contractors Debarred, Suspended, or						
	Proposed for Debarment. (Dec 2010) (31						
τ	U.S.C. 6101 note).						
					$\geq$		
-	(7) 52.209-9, Updates of Publicly						
	Available Information Regarding Responsibility Matters (Feb 2012) (41			a.			
	U.S.C. 2313).						
	(8) 52.209-10, Prohibition on						
C	Contracting with Inverted Domestic						
C	Continued						
		5 m					
	OTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) R LOCAL REPODUCTION					\$0.00	

### ORDER FOR SUPPLIES OR SERVICES SCHEDULE<sup>Obained</sup> via FOLA by Judicial Watch, Inc.

PAGE NO

1	
	- 4

TE OF ORD				- 09-13-0	RDER NO. HSF223201211452P	
TEM NO.	SUPPLIES/SERVICES	QUANTITY				
(a)	(b)	ORDERED		PRICE	AMOUNT	QUANTITY
	Corporations (section 740 of Division C of	(c)	(d)	(e)	(f)	(g)
	Pub. L. 111-117, section 743 of Division D					
	of Pub. L. 111-8, and section 745 of					
	Division D of Pub. L. 110-161).					
			~			
-	(9) 52.219-3, Notice of HUBZone					
	Set-Aside or Sole-Source Award (Nov 2011)					
	(15 U.S.C. 657a).					
	(10) 52.219-4, Notice of Price					
-	Evaluation Preference for HUBZone Small					
	Business Concerns (Jan 2011) (if the					
	offeror elects to waive the preference, it					
	shall so indicate in its offer) (15 U.S.C.					
	657a).					
-	(11) [Reserved]					
	(12)(i) 52.219-6, Notice of Total Small					
	Business Set-Aside (Nov 2011) (15 U.S.C.					
	644).					
	, .					
_	(ii) Alternate I (Nov 2011).					
	(iii) Alternate II (Nov 2011).					
-						
_	(13)(i) 52.219-7, Notice of Partial					
5	Small Business Set-Aside (June 2003) (15					
τ	J.S.C. 644).					
-	(ii) Alternate I (Oct 1995) of 52.219-7.					
	(iii) Alternate II (Mar 2004) of					
	52.219-7.					
_	$X_{14}$ (14) 52.219-8, Utilization of Small					
	Business Concerns (Jan 2011) (15 U.S.C.					
е	537(d)(2) and $(3)).$					
	(15)(i) 52.219-9, Small Business					1
	Subcontracting Plan (Jan 2011) (15 U.S.C.					
162	537(d)(4)).					
-	(ii) Alternate I (Oct 2001) of 52.219-9.					
	(iii) Alternate II (Oct 2001) of					
C	Continued				8	
					\$0.00	

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## ORDER FOR SUPPLIES OR SERVICES SCHEDULE<sup>-bained</sup> via Fold by Judicial Watch, Inc.

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E OF ORDER		1. 1.1. 1.1. 1.1.1.1.1.1.1.1.1.1.1.1.1.		10.02	RDER NO.	
/19/2012		1		H	HSF223201211452P	
EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT	AMOUNT	QUANTITY
(a)	(b)	(c)	(d)	(e)	(f)	(g)
52	2.219-9.					
52	(iv) Alternate III (Jul 2010) of 2.219-9.					
Or	(16) 52.219-13, Notice of Set-Aside of ders (Nov 2011)(15 U.S.C. 644(r)).				20	
Su	(17) 52.219-14, Limitations on bcontracting (Nov 2011) (15 U.S.C. 7(a)(14)).					
Da	(18) 52.219-16, Liquidated mages?Subcon-tracting Plan (Jan 1999) (15 S.C. 637(d)(4)(F)(i)).					
Ev Di (1 wa	(19)(i) 52.219-23, Notice of Price valuation Adjustment for Small sadvantaged Business Concerns (Oct 2008) O U.S.C. 2323) (if the offeror elects to live the adjustment, it shall so indicate its offer).					
52	(ii) Alternate I (June 2003) of .219-23.					
Pr (D	(20) 52.219-25, Small Disadvantaged siness Participation ogram?Disadvantaged Status and Reporting pec 2010) (Pub. L. 103-355, section 7102, d 10 U.S.C. 2323).					
Su	(21) 52.219-26, Small Disadvantaged siness Participation Program? Incentive bcontracting (Oct 2000) (Pub. L. 103-355, oction 7102, and 10 U.S.C. 2323).					
Se Bu	(22) 52.219-27, Notice of rvice-Disabled Veteran-Owned Small siness Set-Aside (Nov 2011) (15 U.S.C. 7 f).					
	(23) 52.219-28, Post Award Small siness Program Rerepresentation (Apr 12) (15 U.S.C. 632(a)(2)).					
Co	ntinued					
	AL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				\$0.00	

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Prescribed by GSA FAR (48 CFR) 53.213(f)

PAGE NO

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SUPPLIES/SERVICES			НН	SF223201211452P				
SUPPLIES/SERVICES				HHSF223201211452P				
	QUANTITY	UNIT	UNIT	AMOUNT	QUANTITY			
(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)			
52.219-29, Notice of Set-Aside for								
cally Disadvantaged Women-Owned								
usiness (EDWOSB) Concerns (Apr 2012)								
.C. 637(m)).								
52.219-30, Notice of Set-Aside for								
wned Small Business (WOSB) Concerns								
e Under the WOSB Program (Apr 2012)								
.C. 637(m)).								
52.222-3, Convict Labor (June 2003)								
1755).								
52 222 10 Child Labor 2 Comparation								
52.222-19, Child Labor?Cooperation thorities and Remedies (Mar 2012)								
3126).								
5120).								
52.222-21, Prohibition of								
ted Facilities (Feb 1999).								
52.222-26, Equal Opportunity (Mar								
E.O. 11246).								
52.222-35, Equal Opportunity for		× .						
s (Sep 2010)(38 U.S.C. 4212).								
FO 000 DC DEFinite Deting For								
52.222-36, Affirmative Action for								
with Disabilities (Oct 2010) (29 793).								
52.222-37, Employment Reports on								
s (Sep 2010) (38 U.S.C. 4212).								
E2 222 40 Netification of Two losses								
52.222-40, Notification of Employee Under the National Labor Relations								
c 2010) (E.O. 13496).								
2010/ (1.0. 10100/.								
52.222-54, Employment Eligibility								
ation (Jan 2009). (Executive Order								
(Not applicable to the acquisition								
ercially available off-the-shelf								
r certain other types of commercial								
s prescribed in 22.1803.)		22						
(i) 52.223-9, Estimate of								
age of Recovered Material Content								
ed								
ed	ORWARD TO 1ST PAGE (ITEM 17(H))							

### AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

### ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTYINUATION Judicial Watch, Inc.

PAGE NO

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ATE OF ORDE	Mark all packages and papers with contract and/or order numbers.						
9/19/20					RDER NO. IHSF2232012	11452P	
		1		nen er		T	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMO	UNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f	)	(g)
	for EPA Designated Items (May 2008) (42						
	U.S.C. 6962(c)(3)(A)(ii)). (Not applicable						
	to the acquisition of commercially						
	available off-the-shelf items.)						
	(ii) Alternate I (May 2008) of 52.223-9						
	(42 U.S.C. 6962(i)(2)(C)). (Not applicable						
	to the acquisition of commercially						
	available off-the-shelf items.)						
	n ya ku na ku						
	(36) 52.223-15, Energy Efficiency in						
1	Energy-Consuming Products (Dec 2007) (42		1 1		1		
	U.S.C. 8259b).						
	(37)(i) 52.223-16, IEEE 1680 Standard						
-	for the Environmental Assessment of						
	Personal Computer Products (Dec 2007) (E.O.						
	13423).						
	13423).						
	(ii) Alternate I (Dec 2007) of						
1	52.225-10.						
	(38) 52.223-18, Encouraging Contractor						
-							
	Policies to Ban Text Messaging While						
	Driving (Aug 2011) (E.O. 13513).						
	(20) E2 22E 1 Due American Actor						
	(39) 52.225-1, Buy American Act?Supplies						
	(Feb 2009) (41 U.S.C. 10a-10d).						
	(40)(i) 52.225-3, Buy American Act Free						
-							
	Trade Agreements Israeli Trade Act (Mar						
	2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301						
	note, 19 U.S.C. 2112 note, 19 U.S.C. 3805						
	note, 19 U.S.C. 4001 note, Pub. L. 103-182,						
	Pub. L. 108-77, 108-78, 108-286, 108-302,						
	109-53, 109-169, 109-283, 110-138, and Pub.						
1	L. 112-41).						
-	(ii) Alternate I (Mar 2012) of 52.225-3.						
-	(iii) Alternate II (Mar 2012) of						
	52.225-3.						
-	(iv) Alternate III (Mar 2012) of					1	
-	52.225-3.						
	Continued						
(	Continued						
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e of order /19/201:					DRDER NO. IHSF223201211452	2P
EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT	AMOUNT	QUANTIT
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTE (g)
	(41) 52.225-5, Trade Agreements (Mar					(0)
20	012) (19 U.S.C. 2501, et seq., 19 U.S.C.					
33	301 note).					
	(42) 52.225-13, Restrictions on Certain					
	preign Purchases (June 2008) (E.O.s,					
	roclamations, and statutes administered by ne Office of Foreign Assets Control of the					
	epartment of the Treasury).					
20	sparemente of the fleasary).					
	(43) 52.226-4, Notice of Disaster or					
	nergency Area Set-Aside (Nov 2007) (42					
U.	.S.C. 5150).					
	_ (44) 52.226-5, Restrictions on					
	abcontracting Outside Disaster or				· ·	
EI	mergency Area (Nov 2007) (42 U.S.C. 5150).					
	(45) 52.232-29, Terms for Financing of					
	irchases of Commercial Items (Feb 2002)					
	41 U.S.C. 255(f), 10 U.S.C. 2307(f)).					
	(46) 52.232-30, Installment Payments for					
	ommercial Items (Oct 1995) (41 U.S.C.					
25	55(f), 10 U.S.C. 2307(f)).					
X	(47) 52.232-33, Payment by Electronic					
	unds Transfer Central Contractor					
	egistration (Oct 2003) (31 U.S.C. 3332).					
	(48) 52.232-34, Payment by Electronic					
1.000	unds Transfer Other than Central					
Sec. Sec.	ontractor Registration (May 1999) (31 S.C. 3332).					
<b> </b> <sup>3</sup> .						
	(49) 52.232-36, Payment by Third Party					
( E	Feb 2010) (31 U.S.C. 3332).	2				
	(50) 52 220 1 Defense 2					
	_ (50) 52.239-1, Privacy or Security afeguards (Aug 1996) (5 U.S.C. 552a).	1				
50						
	(51)(i) 52.247-64, Preference for					-
	rivately Owned U.SFlag Commercial					
	essels (Feb 2006) (46 U.S.C. Appx. 1241(b)	E 1				
an	nd 10 U.S.C. 2631).					
CC	ontinued	6				
1						
					51	
		6				
<u> </u>	AL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				\$0.00	

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## ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION Judicial Watch, Inc.

PAGE NO 9

	SCHEDULE - CONTINUATION						
	Mark all packages and papers with contract and/or order numbers.						
DATE OF ORD					ORDER NO.	0010114505	
09/19/20					HHSF223	201211452P	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT		AMOUNT	QUANTITY
(a)	(b)	ORDERED (c)	(d)	PRICE (e)		(f)	ACCEPTED (g)
	(ii) Alternate I (Apr 2003) of		l í			.,,	
	52.247-64.						
	(c) The Contractor shall comply with the						
	FAR clauses in this paragraph (c),						
	applicable to commercial services, that the						
	Contracting Officer has indicated as being						
	incorporated in this contract by reference						
	to implement provisions of law or Executive						
	orders applicable to acquisitions of						
	commercial items:						
	[Contracting Officer check as appropriate.						
	(1) 52.222-41, Service Contract Act of						
	1965 (Nov 2007) (41 U.S.C. 351, et seq.).						
	(2) E2 222 42 Chatamant of Equipalant						
	(2) 52.222-42, Statement of Equivalent						
	Rates for Federal Hires (May 1989) (29						
	U.S.C. 206 and 41 U.S.C. 351, et seq.).						
	(3) 52.222-43, Fair Labor Standards Act						
	and Service Contract Act?Price Adjustment						
	(Multiple Year and Option Contracts) (Sep						
	2009) (29 U.S.C. 206 and 41 U.S.C. 351, et						
	seq.).						
	(4) 52.222-44, Fair Labor Standards Act						
	and Service Contract Act?Price Adjustment						
	(Sep 2009) (29 U.S.C. 206 and 41 U.S.C.						
	351, et seq.).						
	551, et beg./.	~					
	(5) 52.222-51, Exemption from						
	Application of the Service Contract Act to		1 1				
	Contracts for Maintenance, Calibration, or						
	Repair of Certain Equipment?Requirements						
	(Nov 2007) (41 351, et seq.).				1		
	(100 200), (11 001, 00 004.).						
	(6) 52.222-53, Exemption from						
	Application of the Service Contract Act to						
	Contracts for Certain Services Requirements						
	(Feb 2009) (41 U.S.C. 351, et seq.).						
		1					1
	(7) 52.226-6, Promoting Excess Food						
	Donation to Nonprofit Organizations (Mar						
	2009) (Pub. L. 110-247).						
	Continued						
<i>م</i> .,							
			1 I				

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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUE AND Judicial Watch, Inc.

PAGE NO

10

TE OF ORDER				2 N 862 32		
TE OF OTBER	Mark all packages and papers with contract and/or order numbers.			OR	DER NO.	
9/19/2012	2			HH	HSF22320121145	2 P
TEM NO.	SUPPLIES/SERVICES				AMOUNT	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
(a) of of 51 (d Re th th se act th Ne (1 St th to Co in co (2 it re ex 3 co sp Re th co (3 bo pr ty		ORDERED		PRICE		ACCEPTED

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### ORDER FOR SUPPLIES OR SERVICES SCHEDULE<sup>-bained</sup> via FOIA by Judicial Watch, Inc.

PAGE NO

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TE OF OR	: Mark all packages and papers with contract and/or order numbers.		1			and the second second		
9/19/20		ORDER NO. HHSF223201211452P						
TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT		AMOUNT	QUANTITY		
(a)	(b)	ORDERED (c)		PRICE		ACCEPTED		
(-)	require the Contractor to create or	(0)	(u)	(e)	(f)	(g)		
	maintain any record that the Contractor							
	does not maintain in the ordinary course of							
	business or pursuant to a provision of law.	~						
	(e)(1) Notwithstanding the requirements of			2				
	the clauses in paragraphs (a), (b), (c),			a - 1				
	and (d) of this clause, the Contractor is							
	not required to flow down any FAR clause,							
	other than those in this paragraph (e)(1)							
	in a subcontract for commercial items.							
	Unless otherwise indicated below, the				21			
	extent of the flow down shall be as							
	required by the clause?	×						
	(i) 52.203-13, Contractor Code of Business							
	Ethics and Conduct (Apr 2010) (Pub. L.							
	110-252, Title VI, Chapter 1 (41 U.S.C. 251							
	note)).							
	(ii) 52.219-8, Utilization of Small			li i				
	Business Concerns (Dec 2010) (15 U.S.C.							
	637(d)(2) and (3)), in all subcontracts							
	that offer further subcontracting							
	opportunities. If the subcontract (except							
	subcontracts to small business concerns)							
	exceeds \$650,000 (\$1.5 million for					8		
	construction of any public facility), the				~			
	subcontractor must include 52.219-8 in							
	lower tier subcontracts that offer							
	subcontracting opportunities.							
	(iii) [Reserved]							
		a - 2						
34 C	(iv) 52.222-26, Equal Opportunity (Mar							
	2007) (E.O. 11246).							
	(m) 52 222 25 France Domession its Com							
	(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).							
	vecerans (Sep 2010) (S8 0.5.C. 4212).							
	(vi) 52.222-36, Affirmative Action for							
	Workers with Disabilities (Oct 2010) (29							
	U.S.C. 793).							
	(vii) 52.222-40, Notification of Employee	8	6 6					
	Rights Under the National Labor Relations							
	Continued							

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

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/19/2012			ORDEN	7223201211452P	
EM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT PRICE	AMOUNT	QUANTIT
rec of (vi 196 (ix Per U.S (x) of for Cer (41 (xi of for 200 (xi Ver	<pre>(b) t (Dec 2010) (E.O. 13496). Flow down quired in accordance with paragraph (f) FAR clause 52.222-40. tii) 52.222-41, Service Contract Act of 55 (Nov 2007) (41 U.S.C. 351, et seq.). c) 52.222-50, Combating Trafficking in rsons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 S.C. 7104(g)). f 52.222-51, Exemption from Application the Service Contract Act to Contracts f Maintenance, Calibration, or Repair of ctain Equipment-Requirements (Nov 2007) U.S.C. 351, et seq.). f 52.222-53, Exemption from Application the Service Contract Act to Contracts f Certain Services-Requirements (Feb D9) (41 U.S.C. 351, et seq.). f 52.222-54, Employment Eligibility cification (Jan 2009).</pre>				
Don 200 in cla (xi Own 200 U.S acc	<ul> <li>bii) 52.226-6, Promoting Excess Food</li> <li>bation to Nonprofit Organizations (Mar</li> <li>b) (Pub. L. 110-247). Flow down required</li> <li>accordance with paragraph (e) of FAR</li> <li>buse 52.226-6.</li> <li>b) 52.247-64, Preference for Privately</li> <li>bed U.SFlag Commercial Vessels (Feb</li> <li>b) (46 U.S.C. Appx. 1241(b) and 10</li> <li>c. 2631). Flow down required in</li> <li>bordance with paragraph (d) of FAR clause</li> <li>247-64.</li> </ul>				
inc ite cla con	While not required, the contractor may clude in its subcontracts for commercial ems a minimal number of additional suses necessary to satisfy its atractual obligations.				

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IMPORTAN	T: Mark	all packages and papers with contract and/or order numbers.						
DATE OF OR		CONTRACT NO.				ORDER		
09/19/2	012					HHSF	223201211452P	
ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT		AMOUNT	QUANTITY
(a)		(b)	ORDERED (c)	(d)	PRICE (e)		(f)	ACCEPTED (g)
	(En	d of clause)						
	52.	212-4 CONTRACT TERMS AND						
		DITIONS-COMMERCIAL ITEMS (APR 2012)						
	REC	EIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:						
	THE	SUPPLIES AND/OR SERVICES DELIVERED						
		EUNDER SHALL BE INSPECTED AND ACCEPTED						
		DESTINATION BY THE CONTRACTING OFFICER?S						
		RESENTATIVE (COR) SPECIFIED BELOW. IF						
		SUPPLIES OR SERVICES ARE ACCEPTABLE,						
		COR SHALL PROMPTLY FORWARD A REPORT OF PECTION AND ACCEPTANCE TO THE PAYING						
		ICE. IF THE SUPPLIES OR SERVICES ARE						
		ACCEPTABLE, THE COR SHALL DOCUMENT THE						
		CONFORMING ITEMS/SERVICES AND						
	IMMI	EDIATELY NOTIFY THE CONTRACTING OFFICER.						
	THE	COR FOR THIS ORDER IS: (b)(6)						
	2.1112	(b) (6)				1		
	POII	$ \begin{array}{c} \text{NTS OF CONTACT:} \\ \text{(b)} \\ \text{(6)} \end{array} $						
		(b) (6)						
	OUE	STIONS CONCERNING THE PRICING OR TERMS						
		THIS ORDER SHOULD BE DIRECTED TO: (b) (6)						
		(b) (6)						
	FDA	INVOICE REQUIREMENTS:						
	THE	CONTRACTOR SHALL SUBMIT INVOICES TO THE						
		RESS DESIGNATED IN THE PURCHASE ORDER						
		E BLOCK 21) TO RECEIVE INVOICES. TO						
		STITUTE A PROPER INVOICE, THE INVOICE						
		I BE SUBMITTED ON COMPANY LETTERHEAD AND LUDE-						
		NAME AND ADDRESS OF THE CONTRACTOR;						
		INVOICE DATE AND INVOICE NUMBER;						
		I) PURCHASE ORDER NUMBER; DESCRIPTION, QUANTITY, UNIT OF	2				i (	
		SURE, UNIT PRICE AND EXTENDED PRICE						
		PLIES DELIVERED OR SERVICES PERFORMED;	8	1			8 1	
		SHIPPING NUMBER AND DATE OF SHIPMENT,						
	Cont	inued						
		CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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	SCHEDULE - CONTINUATION					14	
	: Mark all packages and papers with contract and/or order numbers.						
ATE OF ORE					ORDER NO.		
9/19/20	012				HHSF223201211452P		
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	100 C 100 C 10	UNIT		AMOUNT	QUANTITY
(a)	(b)	ORDERED (c)	(d)	PRICE			ACCEPTED
	INCLUDING THE BILL OF LADING NUMBER AND	(0)	(a)	(e)		(f)	(g)
	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 (MUST BE THE SAME AS						
5	THAT IN THE PURCHASE ORDER OR IN A PROPER						
	NOTICE OF ASSIGNMENT);						
	(VIII) NAME, TITLE, AND PHONE NUMBER OF						
	PERSON TO NOTIFY IN EVENT OF DEFECTIVE						
	INVOICE;						
	(IX) TAXPAYER IDENTIFICATION NUMBER (TIN).						
	(X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING						
	INFORMATION.						
	(XI) NAME AND TELEPHONE NUMBER OF THE FDA						
	PROJECT OFFICER REFERENCED ON THE PURCHASE						
	ORDER; AND						
	(XII) ANY OTHER INFORMATION OR						
	DOCUMENTATION REQUIRED BY THE PURCHASE						
	ORDER.						
	AN ELECTRONIC INVOICE IS ACCEPTABLE IF						
	SUBMITTED IN ADOBE ACROBAT (PDF) FORMAT.						
	ALL ITEMS LISTED IN (I) THROUGH (XII) OF						
	THIS CLAUSE MUST BE INCLUDED IN THE						
	ELECTRONIC INVOICE. ELECTRONIC INVOICES						
	MUST BE ON COMPANY LETTERHEAD AND MUST						
	CONTAIN NO INK CHANGES AND BE LEGIBLE FOR						
	PRINTING.						
	OUPONTONE DELAMING NO MUEN DAVMENT MILL DE						
	QUESTIONS RELATING TO WHEN PAYMENT WILL BE						
2	RECEIVED SHOULD BE DIRECTED TO THE FDA						
	PAYMENT OFFICE AT (214)253-5200.						
	The total emerge of succeds (10,000,00, m)						
	The total amount of award: \$12,000.00. The obligation for this award is shown in box						
	17(i).						
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	OTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				\$	0.00	

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						PRO	CUREME	INT REQUEST NO.	
	EQUISIT	ION				110	8971		
	ONE NUMBER AND ROUTIN		O CONTACT				JISITION		
(Ľ	D) (6)		o contract				/27/2		
	b) (6)	DA)						EQUEST (Check one) EQUEST	
	AL INFORMATION (Suggeste		lata, etc.)			в. 🗌	CHANG		
								IG PR NO.	
								CATION TO ACT OR	
							ORDER	NO	
		5. APPROVALS				6. CO	NSIGNE	E AND DESTINATION	
	APPROVING OFFICIALS (A)	ROUTING SYMBOL	DATE	INT	ERNAL ROUTING ROUTING			AK CAMPUS, BU	
(1) AUTHORIZE	ED REQUISITIONER	(B)	(C)	(D)	ROUTING SYMBOL (E)			Food and Drug ew Hampshire .	Administration Avenue
(b)	) (6)	BUSINESS G	07/27/2012				ldin		
(~	/ (-/		01/21/2012			Sil	ver .	Spring MD 209	93
<sup>(2)</sup>	) (6)	BUSINESS	07/27/2012						
(~		DODINESS G	01/21/2012						
(h	) (6)	DUGINE GO. O	07/07/0010			A 12 4 5 1 1		EQUIRED	
(4)	/(~)	BUSINESS G	07/27/2012				15/2	U12 ENT FURNISHED PROPE	RTY
21.0							YES	[]	.8 of instructions on next page.)
			9. DESCRIPTION	OF ITEN	IS OR SERVIC	CES			
ITEM NO.	ITEM C	OR SERVICE (Include Specific	ations and Special Instru	actions)		QUANTITY			STIMATED COST
(A)	Tissue procur	(B) ement for Huma	aland Mina			(C)	(D)	(E)	AMOUNT (F)
		12 CAN: 699335		lass	2522				
	CenterTag: D4			10001	2000				5.
	FOB: Destinat	ion							
1	Tissue procur	ement for Huma	nized Mice			1		12 000 00	10,000,00
1	rissue procur.	ement for numa	mized Mice			1	EA	12,000.00	12,000.00
									n
								U	
					-				
								TOTAL	ESTIMATED COST
10. ACCOUNT									2,000.00
	ing Info : 2012	.6993354.252Z							

Staff Manual Guide 2610.7, Section 5. Effective Date: 06/01/2009

# 5.A. – Requisition Package Part I: SMG 2610.7 Requisition Package Cover Sheet

#### U.S. FOOD AND DRUG ADMINISTRATION OFFICE OF ACQUISITIONS & GRANTS SERVICES (OAGS)

#### SMG 2610.7 Requisition Package Cover Sheet (To be used ONLY for Proposed Contract Actions Less Than or Equal to the Simplified Acquisition Threshold)

1a. Project Title/Description: Tissue procurement for Humanized Mice

1b. iProcurement Requisition No. (if known):

1c. Date Award Required: 17 September 2012

1d. Date of Request: 25 July 2012

#### 2. Suggested Type of Action:

2.a. New:

- **Competitive Award**
- Non-Competitive Award:
- GSA/GWAC
- Delivery/Task Order Number: # of Contract Number: #

#### 2b. Modification to:

. . . . . .

Contract Number:

Delivery/Task Order Number: # of Contract Number: #

3a. Estimated Amount of this Action: \$60,000

3b. Amount of Funds Provided at this Time: \$12,000

....

Years	Months	From:	9/17/12	To:	9/16/13

4b. Indicate Number of Option Periods *(if any)* and Performance Period of Each: Period of Performance Period of Performance

r eriou of r eriormance	r criou or r criormance
Start Date	End Date
9/16/13	9/15/14
9/16/14	9/15/15
9/16/15	9/15/16
9/16/16	9/15/17
	9/16/13 9/16/14 9/16/15

5. Contact Information of Proposed Project Officer and Contracting Officer's Technical Representative, if applicable:

Project Officer	COTR

Name:	(b) (6)
Center:	CDER
Office:	OTR
Telephone:	(b) (6)

# 6. Notes / Special Requests transmitted to the Contracting Officer / Contract Specialist:

Suggest that this be set up as an IDIQ. Timing of need for tissues affected by a variety of factors that cannot be specified in advance.

#### 7. List of Attachments, as Required:

Statement of Work (SOW) / Performance Work Statement (PWS) / Requested Changes to the SOW / PWS
 Independent Government Cost Estimate (IGCE)
 iProcurement Requisition Document
Clearance / Approval Checklist
Technical Evaluation Criteria, if applicable
Justification for Other Than Full and Open Competition (JOFOC), if applicable
Limited Source Justification (LSJ) for GSA FSS Orders, if applicable
Market Research / Suggested Source List
Project Officer Certification or Equivalent, if applicable
Contracting Officer's Technical Representative FAC-COTR Certification, if applicable
 Shipping Instructions
 Special Provisions and/or Instructions
Other (specify):

Form Approved by: (b) (6) - OAGS Last Updated: March 20, 2009

### 5.B. – Requisition Package Part II: Project Information

#### "Source Selection Information – see FAR 2.101 and 3.104"

#### 1. Statement of Need

The Division of Drug Safety Research (DDSR) OTR/OPS/CDER is developing a research program to evaluate the usefulness of humanized mice (HM) for regulatory purposes. The HM are created by surgical implantation of human tissue into mice that have multiple genetic mutations that block the development of the mouse immune system at a very early stage. The absence of the mouse immune system allows the human tissues to grow and develop into functional human tissues. As part of this process DDSR needs to repeatedly acquire the proper type of tissues. In order for the humanization to proceed correctly we need to obtain fetal tissue with a specific set of specialized characteristics.

### 2. Statement of Work (SOW)/Performance Work Statement (PWS)

The supplier will provide human fetal tissue with the following characteristics:

- Age range 16-24 weeks
- Liver and thymus tissue from the same donor unless liver only is requested.
- Tissue must be fresh and never frozen.
- No tissues where the mother is known to be positive for HIV or for Hepatitis A, B, or C viruses.
- No known chromosomal abnormalities.

The supplier will be notified of the need for tissue by email or phone and will notify the investigator by email as to the availability of tissues. Tissue will be requested approximately two to three times per month.

#### 3. Period of Performance/Basis

One year from the date of award of the contract plus four option years.

#### 4. Sources

Advanced Bioscience Resources Inc 1516 Oak St, Suite 303 Alameda, CA 94501 Phone: 510-865-5872 Fax: 510-865-4090

> *Contact:* Ms. Perrin Larton CTBS Procurement Manager <u>pvlarton@abr-inc.com</u>

#### 5. Competition

#### a. Justification for Other than Full and Open Competition (JOFOC) / Limited Source Justification (LSJ)

Scientists within FDA and in the larger field of humanized mouse research have searched extensively over the past several years and ABR is the only company in the U. S. capable of supplying tissues suitable for HM research. No other company or organization is capable of fulfilling the need.

**b.** Brand Name Justification (BNJ) Not applicable.

#### 6. Source Selection Procedures/Criteria

Company must be capable of supplying tissues with required characteristics.

7. Government Furnished Property (GFP) Not applicable.

# 5.C. – Requisition Package Part III: SMG 2610.7 Clearance/Approval Checklist

- 1. Advisory and Assistance Services for Evaluation of Proposals. Not applicable.
- **2.** Animal Welfare. Not applicable.

- **3.** Contracts with Federal Employees. Not applicable.
  - 4. Foreign Research Contracts. Not applicable.
- **5.** Human Subjects.

The application for IRB exemption is in process. A similar IRB exemption has been previously approved for tissue procurement from the same supplier to support a humanized mouse project in another part of the FDA. Tissues will not be ordered until approval has been received.

**6.** Public Affairs Services. Not applicable.

7. EIT. Not applicable.

Π

8. Other Clearance(s)/Approval(s). Not applicable.

# 5.D. – Requisition Package Part IV: Independent Government Cost Estimate

Costs are estimated at (b) (4) ber tissue x (b) (4) issues per shipment = (b) (4) plus (b) (4) shipping = (b) (4) er shipment. A total of (b) (4) shipments = (b) (4)

### 5.E. - Requisition Package Part V: Attachments

		ORDE	R FOR SUP	PLIES OR SER	/ICES				PAGE	OF PAGES
IMPORTANT: Ma	rk all packages and pa								1	4
1. DATE OF ORDER	2. CONTRACT NO	). (If any)		¥.		_		6. SHIP TO	_	
08/16/2013					a. NAME	OF CO	NSIGNEE			
3. ORDER NO. HHSF223201	300736P		REQUISITION/RE	EFERENCE NO	WHIT:	e oaf	K CAMPUS, BUI	LDING 64		
DHHS/FDA/O ATTN: (k 5630 FISHE	<b>) (6)</b> RS LANE	e to)			The	3 Nev	ood and Drug W Hampshire A		tion	
ROOM 2121, ROCKVILLE					c CITY Silv	er Sj	pring		d. STATE MD	e. ZIP CODE 20993
7. TO: (b) (4)	, (b) (6)				f. SHIP	VIA				
a NAME OF CONTR ADVANCED B	ACTOR IOSCIENCE RES	OURCES 1	INC 14170	96			8. TY	PE OF ORDER		
5 COMPANY NAME					X a.P	URCHAS	SE		b. DELIVER	Y
c STREET ADDRES ADVANCED B	S IOSCIENCE RES	OURCES 1	INC	4		ENCE Y			cept for billing	instructions on the
1516 OAK S	T STE 303					_		140	verse, this deli ibiect to instruc	very order is tions contained on
					200000000000000000000000000000000000000		e following on the terms pecified on both sides of	th is	is side only of sued subject to	this form and is the terms and above-numbered
d CITY ALAMEDA			e state CA	f ZIP CODE 945012958			the attached sheet, if livery as indicated.		intract.	
9 ACCOUNTING AM 2013.69933	DAPPROPRIATION DA	TA			10 RE0			DA)		
11. BUSINESS CLA	SSIFICATION (Check a)	SMALL [	s)) c. DISADVAN MALL BUSINESS E WOSB PROGR	s (WOSB)	OMEN-OWN	ED	e, HUBZone		12 F.O.B. PC Destina	
SERVICE-DIS/	13 PLACE OF			4. GOVERNMENT B/L	NO.		15. DELIVER TO F.O.B ON OR BEFORE (Date 12/31/2013		16. DISCO	UNT TERMS
Destinatio		tination							NET 30	)P
				17. SCHEDULE (S	ee reverse fi	or Reject	tions)			
ITEM NO.	5	UPPLIES OR S	ERVICES		QUANTIT ORDERE (c)		UNIT PRICE (e)	AMOU!	NT	QUANTITY ACCEPTED (9)
Ta DU	x ID Number: NS Number: 7 ssue Procurem	94-3110 86845982		d Mice						
	ntinued									1 <sup>1</sup> 7(b)
18	SHIPPING POINT			19. GROSS SHIPPING	WEIGHT		20 INVOICE NO			TOTA (Cont.
			21	MAIL INVOICE TO						pages
10-100-1000 Dec 27 (20-00	NAME	FOOD	& DRUG AI	DMINISTRATIO	N			\$10,10	0.00	
CARLES CONTRACTOR OF STREET	STREET ADDRESS P.O. Box)	SUITE	NORTH CEN	NTRAL EXPRES	SWAY				0.00	17(i) GRA TOT/
C.	CITY				d. S	TATE	e. 2IP CODE	\$10,10	0.00	
	DALLAS				I	'X'	75204		_	-
22. UNITED STA AMERICA BY		Elect	tronicall	y Signed 08.	/16/201	.3	23 NAME (Typed) (b) THLE: CONTRACTING		CER	
AUTHORIZED FOR LC	CAL REPRODUCTION								(energian)	FORM 347 (Rev. 2/2012)

AUTHORIZED FOR LOCAL REPROT PREVIOUS EDITION NOT USABLE

### ORDER FOR SUPPLIES OR SERVICES SCHEDULE CONTINUATION UNDER WATCH, Inc.

PAGE NO

2

	: Mark	all packages and papers with contract and/or order numbers						
DATE OF ORD		CONTRACT NO.			1.252	RDER NO. HSF22320130	007265	
ITEM NO.	1	SUPPLIES/SERVICES	QUANTITY					T
(a)		(b)	ORDERED		UNIT	AMO		QUANTITY
and the second se	Adm	in Office:	(c)	(d)	(e)	(f)	1	(g)
	App 252	DHHS/FDA/OAGS/DCSC ATTN: (b)(6) 5630 FISHERS LANE ROOM (b)(6) ROCKVILLE MD 20857 r. Yr.: 2013 CAN: 6993354 Object Class: Z CenterTag: D48077AA274NNBD						
(	EVEI IN I 2013 VENI 2ND 2ND <b>b) (</b> TOTA \$101 CONT	DOR WILL SHIP 2ND TRIMESTER THYMUS (b) (4) TRIMESTER LIVER (b) (4) OVERNIGHT DELIVER (4) AND EFT WIRE TRANSFER FEE (b) (4) FOR A AL PER DELIVERY OF (b) (4) AL OF THIS CONTRACT NOT TO EXCEED 100.00 FRACTOR SHALL CONTACT						
	SHII RECE THE HERE AT I REPF THE INSE OFFI NOT NONCE IMME CONT	STINA. HOWARD@FDA. HHS. GOV PRIOR TO EACH MENT EIPT AND ACCEPTANCE OF SUPPLIES/SERVICES: SUPPLIES AND/OR SERVICES DELIVERED EUNDER SHALL BE INSPECTED AND ACCEPTED DESTINATION BY THE CONTRACTING OFFICER?S RESENTATIVE (COR) SPECIFIED BELOW. IF SUPPLIES OR SERVICES ARE ACCEPTABLE, COR SHALL PROMPTLY FORWARD A REPORT OF PECTION AND ACCEPTANCE TO THE PAYING TCE. IF THE SUPPLIES OR SERVICES ARE ACCEPTABLE, THE COR SHALL DOCUMENT THE CONFORMING ITEMS/SERVICES AND EDIATELY NOTIFY THE CONTRACTING OFFICER. COR FOR THIS ORDER IS: (b) (6) (b) (6) INNED				\$10,100	0.00	

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00.00

OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53.213(f)

### ORDER FOR SUPPLIES OR SERVICES SCHEDULE<sup>Obained</sup> via FOLA by Judicial Watch, Inc.

PAGE NO

3

TE OF ORD			ORDER NO.							
3/16/20 TEM NO.					7223201300736P	T				
(a)	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTIT				
(/	(b)	(c)	(d)	(e)	(f)	(9)				
	QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b)(6) (b)(6)									
	FDA INVOICE REQUIREMENTS:									
	THE CONTRACTOR SHALL SUBMIT INVOICES TO THE ADDRESS DESIGNATED IN THE PURCHASE ORDER (SEE BLOCK 21) TO RECEIVE INVOICES. TO CONSTITUTE A PROPER INVOICE, THE INVOICE MUST BE SUBMITTED ON COMPANY LETTERHEAD AND INCLUDE-									
l l l l l l l l l l l l l l l l l l l	<ul> <li>(I) NAME AND ADDRESS OF THE CONTRACTOR;</li> <li>(II) INVOICE DATE AND INVOICE NUMBER;</li> <li>(III) PURCHASE ORDER NUMBER;</li> <li>(IV) DESCRIPTION, QUANTITY, UNIT OF</li> <li>MEASURE, UNIT PRICE AND EXTENDED PRICE</li> <li>SUPPLIES DELIVERED OR SERVICES PERFORMED;</li> <li>(V) SHIPPING NUMBER AND DATE OF SHIPMENT,</li> <li>INCLUDING THE BILL OF LADING NUMBER AND</li> <li>WEIGHT OF SHIPMENT IF SHIPPED ON GOVERNMENT</li> <li>BILL OF LADING;</li> <li>(VI) TERMS OF ANY DISCOUNT FOR PROMPT</li> <li>PAYMENT OFFERED;</li> <li>(VII) NAME AND ADDRESS OF OFFICIAL TO WHOM</li> <li>PAYMENT IS TO BE SENT (MUST BE THE SAME AS</li> <li>THAT IN THE PURCHASE ORDER OR IN A PROPER</li> <li>NOTICE OF ASSIGNMENT);</li> <li>(VIII) NAME, TITLE, AND PHONE NUMBER OF</li> <li>PERSON TO NOTIFY IN EVENT OF DEFECTIVE</li> <li>INVOICE;</li> </ul>									
	<pre>(IX) TAXPAYER IDENTIFICATION NUMBER (TIN). (X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING INFORMATION. (XI) NAME AND TELEPHONE NUMBER OF THE FDA PROJECT OFFICER REFERENCED ON THE PURCHASE DRDER; AND (XII) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE DRDER. AN ELECTRONIC INVOICE IS ACCEPTABLE IF SUBMITTED IN ADOBE ACROBAT (PDF) FORMAT. ALL ITEMS LISTED IN (I) THROUGH (XII) OF Continued</pre>									

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OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53.213(f)

# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

4

DODTANT	SCHEDULE - CONTINUATION					4	
TE OF ORE	Mark all packages and papers with contract and/or order numbers.     DER CONTRACT NO.						
8/16/20					ORDER NO. HHSF223201300736P		
TEM NO.	SUPPLIES/SERVICES	QUANTITY			111101 220		
		ORDERED	UNIT	UNIT PRICE		AMOUNT	QUANTITY
(a)		(c)	(d)	(e)		(f)	(g)
	THIS CLAUSE MUST BE INCLUDED IN THE						
	ELECTRONIC INVOICE. ELECTRONIC INVOICES				14		
	MUST BE ON COMPANY LETTERHEAD AND MUST						
	CONTAIN NO INK CHANGES AND BE LEGIBLE FOR PRINTING.						
	EKINIING.						
	QUESTIONS RELATING TO WHEN PAYMENT WILL BE						
	RECEIVED SHOULD BE DIRECTED TO THE FDA						
	PAYMENT OFFICE AT (214)253-5200.						
	The total amount of award: \$10,100.00. The						
	obligation for this award is shown in box						
	17(i).						
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F	REQUISIT	ION					PROCI		ENT REQUEST NO.	
1 NAME PH	(b) (6)	G SYMBOL OF PERSON	TO CONTACT			_	REQUI		NDATE 2013	
3. ORIGINAT	(b) (6) (F	DA)					2. TYPE	OF R	EQUEST (Check one) EQUEST	
4. ADDITION	AL INFORMATION (Suggeste		data, etc.)				в. 🗌 с	HANG	ЕТО	
									IG PR NO	
							С	ONTR	ACT OR	
								RDER	NO	
		5. APPROVALS ROUTING		1					E AND DESTINATION	
	APPROVING OFFICIALS (A)	SYMBOL (B)	DATE (C)	INITIALS (D)	ROUTING SYMBOL (E)				AK CAMPUS, BU	ILDING 64 Administration
			07/22/2013		STMBUL (E)			3 N(	ew Hampshire	
(2)	()(-)	DODINE55 G	0772272015						Spring MD 209	93
ື (b	) (6)	BUSINESS G	07/22/2013							
(b)	) (6)	BUSINESS G	07/22/2013				7. DATE 08/0			-
(4)	/ \ - /								ENT FURNISHED PROPE	RTY
							ΓY	'ES	X NO (If 'yes,' see par	. 8 of instructions on next page.)
	- <u></u>		9. DESCRIPTION		IS OR SERVI	CES				
ITEM NO. (A)	ITEM O	R SERVICE (Include Specific (B)	ations and Special Instruc	ctions)		QUAN	0.00000000	UNIT (D)	UNIT (E)	AMOUNT
1	Tissue Procure Appr. Yr.: 20 CenterTag: D4 Tissue Procure	13 CAN: 699335 3077AA274NNBD	4 Object Cl	lass:	2522		1 ]	EA	10,100.00	10,100.00
10. ACCOUNT										C,100.00
	ing Info : 2013.	.6993354.252z								

# 5.A. – Requisition Package Part I: SMG 2610.7 Requisition Package Cover Sheet

#### U.S. FOOD AND DRUG ADMINISTRATION OFFICE OF ACQUISITIONS & GRANTS SERVICES (OAGS)

#### SMG 2610.7 Requisition Package Cover Sheet (To be used ONLY for Proposed Contract Actions Less Than or Equal to the Simplified Acquisition Threshold)

1a. Project Title/Description: Tissue procurement for Humanized Mice

1b. iProcurement Requisition No. (if known):

1c. Date Award Required: 17 September 2013

1d. Date of Request: 17 July 2013

2. Suggested Type of Action:

2.a. New:

**Competitive Award** 

Non-Competitive Award:

**GSA / GWAC** 

] Delivery/Task Order Number: # of Contract Number: #

**2b. Modification to:** 

**Contract Number:** 

\_\_\_\_ Delivery/Task Order Number: # of Contract Number: #

3a. Estimated Amount of this Action: \$10,100

3b. Amount of Funds Provided at this Time: \$10,100

4a. Period of Performance of Basic Contract or modification:

Years	Months	From:	9/17/13	To:	12/31/14
-------	--------	-------	---------	-----	----------

4b. Indicate Number of Option Periods *(if any)* and Performance Period of Each: Period of Performance Start Date End Date

N/A N/A N/A

N/A

5. Contact Information of Proposed Project Officer and Contracting Officer's Technical Representative, if applicable:

Project Officer	COTR	

Name:	Kristina Howard	(b) (6)
Center:	CDER	CDER
Office:	OTR/DDSR	OTR
Telephone:	301-796-5185	(b) (6)

#### 6. Notes / Special Requests transmitted to the Contracting Officer / Contract Specialist:

Suggest that this be set up as an IDIQ. Timing of need for tissues affected by a variety of factors that cannot be specified in advance.

#### 7. List of Attachments, as Required:

	Statement of Work (SOW) / Performance Work Statement (PWS) /
	Requested Changes to the SOW / PWS
	Independent Government Cost Estimate (IGCE)
	iProcurement Requisition Document
	Clearance / Approval Checklist
	Technical Evaluation Criteria, if applicable
	Justification for Other Than Full and Open Competition (JOFOC), if
	applicable
	Limited Source Justification (LSJ) for GSA FSS Orders, if applicable
X	Market Research / Suggested Source List
	Project Officer Certification or Equivalent, if applicable
	Contracting Officer's Technical Representative FAC-COTR
	Certification, if applicable
	Shipping Instructions
	Special Provisions and/or Instructions
	Other (specify):

Form Approved by: (b) (6) - OAGS Last Updated: March 20, 2009

### 5.B. – Requisition Package Part II: Project Information

#### "Source Selection Information – see FAR 2.101 and 3.104"

#### 1. Statement of Need

The Division of Drug Safety Research (DDSR) OTR/OPS/CDER is conducting a research program to evaluate the usefulness of humanized mice (HM) for regulatory purposes. The HM are created by surgical implantation of human tissue into mice that have multiple genetic mutations that block the development of the mouse immune system at a very early stage. The absence of the mouse immune system allows the human tissues to grow and develop into functional human tissues. As part of this process DDSR needs to repeatedly acquire the proper type of tissues. In order for the humanization to proceed correctly we need to obtain fetal tissue with a specific set of specialized characteristics.

#### 2. Statement of Work (SOW)/Performance Work Statement (PWS)

The supplier will provide human fetal tissue with the following characteristics:

- Age range 16-24 weeks
- Liver and thymus tissue from the same donor unless liver only is requested.
- Tissue must be fresh and never frozen.
- No tissues where the mother is known to be positive for HIV or for Hepatitis A, B, or C viruses.
- No known chromosomal abnormalities.

The supplier will be notified of the need for tissue by email or phone and will notify the investigator by email as to the availability of tissues. Tissue will be requested approximately two to three times per month.

#### 3. Period of Performance/Basis

Fifteen months from the date of award of the contract.

#### 4. Sources

Advanced Bioscience Resources Inc 1516 Oak St, Suite 303 Alameda, CA 94501 Phone: 510-865-5872 Fax: 510-865-4090

> *Contact:* Ms. Perrin Larton CTBS Procurement Manager <u>pvlarton@abr-inc.com</u>

#### 5. Competition

#### a. Justification for Other than Full and Open Competition (JOFOC) / Limited Source Justification (LSJ)

Scientists within FDA and in the larger field of humanized mouse research have searched extensively over the past several years and ABR is the only company in the U. S. capable of supplying tissues suitable for HM research. No other company or organization is capable of fulfilling the need.

**b.** Brand Name Justification (BNJ) Not applicable.

#### 6. Source Selection Procedures/Criteria

Company must be capable of supplying tissues with required characteristics.

7. Government Furnished Property (GFP) Not applicable.

# 5.C. – Requisition Package Part III: SMG 2610.7 Clearance/Approval Checklist

- 1. Advisory and Assistance Services for Evaluation of Proposals. Not applicable.
- **2.** Animal Welfare. Not applicable.

 $\square$ 

 $\square$ 

- **3.** Contracts with Federal Employees. Not applicable.
- 4. Foreign Research Contracts. Not applicable.
- **5.** Human Subjects.

IRB exemption was approved in 2012.

6. Public Affairs Services. Not applicable.

**7. EIT.** 

Not applicable.

8. Other Clearance(s)/Approval(s). Not applicable.

# 5.D. – Requisition Package Part IV: Independent Government Cost Estimate

Costs are estimated at (b) (4) per tissue  $x^{(b) (4)}$  tissues per shipment = (b) (4) plus (b) (4) shipping, plus (b) (4) wire transfer fee = (b) (4) per shipment. A total of shipments = \$10,010.00.

## 5.E. - Requisition Package Part V: Attachments

## (b) (6)

From: Sent: To: Subject: Attachments: (b) (4), (b) (6) Thursday, August 08, 2013 2:01 PM (b) (6) #620 FDA-Howard Procurement Fee Quote FeeSched 2013 HFT UCB HPB-20130520.pdf



Per our phone conversation a moment ago here is the information you requested regarding the upcoming tissue procurement needs of Kristina Howard through the end of 2013:

Based upon your anticipated needs for both recurements per month, the estimated cost for August through December 2013 would then be  $\binom{b}{4}$ . This amount may vary depending upon any changes to your tissue requirements and any fee increases imposed upon us by FedEx and our bank (please refer to attached 2013 Fee Schedule). As usual, our fee schedule is adjusted on a calendar basis, so this cost estimate is valid through December 2013.

Please forward any Purchase Order information to my attention.

Thank you,

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

Accounting Manager Advanced Bioscience Resources, Inc.



# FEES FOR SERVICES SCHEDULE

Effective January 1, 2013

#### FETAL CADAVEROUS PROCUREMENT

### SERVICE FEE

(b) (4)

b) (4

b) (4

2nd trimester D & E (13 - 24 weeks) .....PER SPECIMEN 1st trimester aspiration (8 - 12 weeks) .....PER SPECIMEN Intact Calvarium (8 - 24 weeks) .....PER SPECIMEN

#### BLOOD SAMPLE PROCUREMENT

Maternal Peripheral	PER SPECIMEN
Adult Peripheral	PER SPECIMEN
Full Term Umbilical Cord	PER SPECIMEN

#### SPECIAL PROCESSING/PRESERVATION

Case Report Form (CRF) completion	PER CASE
Tissue "cleaning"	PER SPECIMEN
Special requests (evaluated individually)	
Snap freezing (LN2)	PER SPECIMEN
Passive freezing (Dry ice)	
Foreign shipments	
Electronic Fund Transfer (EFT)	

The following fees are subject to change based upon increases imposed from outside Labs and Courier Companies.

#### INFECTIOUS DISEASE SCREENING

HIV, H	BsAg(b) (4)
	nal tests
DELIVERY	(Applicant responsible for delivery charges.)
(FedEx bille	d on Researcher's account but reversed to ABR will incur a \$ <sup>(b)(4)</sup> Rebill Fee)
Federa	Express Priority Overnight(b) (4)
Federa	I Express First Overnight
Federa	I Express Saturday Delivery
	courier services CALL
Fuel St	Ircharge (Courier charge passed along to Researchers) CALL

#### Our Terms: Net Due Upon Receipt

1516 Oak Street, Suite 303 / Alameda, California 94501 USA / Phn (510) 865-5872 / Fax (510) 865-4090 / email: abr@abr-inc.com

## (b) (6)

From: Sent: To: Subject: Howard, Kristina Monday, July 27, 2015 1:36 PM (b) (6) RE: HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document



All items under this PO were delivered.

Regards, Kristina Howard

From: (b) (6) Sent: Monday, July 27, 2015 1:27 PM To: Howard, Kristina Subject: HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document

Dear Advanced Bioscience Resources, Inc.,

I'm in the process of closing purchase orders for the FDA Acquisition's Office. According to our accounting office, the purchase order referenced below remains open. Please confirm all the items/services requested under this order were delivered so that I may close out this contract.

FDA ORDER NO. HHSF223201300736P Project Officer: (b) (6) Vendor: Advanced Bioscience Resources, Inc. Title: Tissue Procurement for Humanized Mice

Contract Value: \$ 10,100.00 Remaining Funds: \$ 245.00

Contractor/Vendor - please complete the following:

\_\_\_\_All items/services have been delivered

\_\_\_\_All items/services have not been delivered

\_\_\_\_All payments have been received Final Payment Date (if known) All payments have not been received

For your convenience, you can E-Mail your response and a list of any undelivered items back to me at  $\binom{b}{6}$  <u>@fda.hhs.gov</u>.

Your speedy response will be greatly appreciated.



Food and Drug Administration Office of Finance, Budget & Acquisitions Office of Acquisitions & Grants Services Office of the Director/Acquisition Support 5630 Fishers Lane, Roor (b) (6) Rockville, MD 20857



From(b) (6)Sent: Tuesday, April 28, 2015 2:53 PMTo:(b) (6)Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818Importance: High

From:(b) (6)Sent: Tuesday, April 28, 2015 2:47 PMTo:(b) (6)Cc:(b) (6)Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818Importance: High

### (b) (6)

Do you know if and when the MOD for HHSF223201300736P will be finished processing. We have vendors inquiring about the paymnets?

#### (b) (6)

From: (b) (6) Sent: Tuesday, April 21, 2015 4:26 PM To: <u>abr@abr-inc.com</u> Cc: (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High

Hello,

I was just checking to see if all is well with making the changes that are needed.

Thank you, (b) (6)

From:(b) (6)Sent:Friday, April 17, 2015 4:19 PMTo:'abr@abr-inc.com'Cc:(b) (6)Subject:FW:IDIQPurchases for payment Advanced Bioscience Resources 1029818

HELLO,

Effective remittance information in UFMS (Our financial system) is NOT matching remittance information referenced on the invoice.

Can you please make the appropriate changes in either SAM.Gov or on the invoices?

Thank you,

(b) (6)

From: FDA Vendor Payments Team Sent: Friday, April 03, 2015 9:20 AM To: Cc: (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

From: OTSCONTRACTS Sent: Friday, April 03, 2015 8:34 AM To: FDA Vendor Payments Team Cc: Howard, Kristina Subject: FW: IDIQ Purchases for payment

INV: 1029912 Receipt 137268 INV:1029818 receipt 120169

Please see attached for payment. Thank you, (b) (6)

From: Howard, Kristina Sent: Wednesday, April 01, 2015 11:24 AM To: OTSCONTRACTS Cc: (b) (6) Subject: 1D1Q Purchases for payment

Attached are two invoices for goods received from the Purchase Orders listed below. Could these please be marked as received in iProc so they can be paid?

Thank you, Kristina

Invoice #1029912 Amount \$830 Purchase Order: HHSF223201400732P

Invoice #1029818 Amount \$830 Purchase Order: HHSF223201300736P Note: after processing this invoice, this PO is scheduled to be closed out.



Do you know if and when the MOD for HHSF223201300736P will be finished processing. We have vendors inquiring about the paymnets?

(b) (6)

 From:
 (b) (6)

 Sent: Tuesday, April 21, 2015 4:26 PM

 To: abr@abr-inc.com

 Cc:
 (b) (6)

 Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

 Importance: High

Hello,

I was just checking to see if all is well with making the changes that are needed.

 $\frac{(b)(6)}{(b)}$ 

From: (b) (6) Sent: Friday, April 17, 2015 4:19 PM To: 'abr@abr-inc.com' Cc: (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

HELLO,

Effective remittance information in UFMS (Our financial system) is NOT matching remittance information referenced on the invoice.

Can you please make the appropriate changes in either SAM.Gov or on the invoices?

Thank you,

(b) (6)

From: FDA Vendor Payments Team Sent: Friday, April 03, 2015 9:20 AM To: Cc: (b) (6)

Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818





From: (b) (6) Sent: Tuesday, April 21, 2015 4:26 PM To: abr@abr-inc.com Cc: (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High

Hello,

I was just checking to see if all is well with making the changes that are needed.

Thank you, (b) (6)

 From:
 (b) (6)

 Sent:
 Friday, April 17, 2015 4:19 PM

 To:
 'abr@abr-inc.com'

 Cc:
 (b) (6)

 Subject:
 FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

HELLO,

Effective remittance information in UFMS (Our financial system) is NOT matching remittance information referenced on the invoice.

Can you please make the appropriate changes in either SAM.Gov or on the invoices?

Thank you,

(b) (6)

From: FDA Vendor Payments Team Sent: Friday, April 03, 2015 9:20 AM To: Cc: Bubject: FW: 1D1Q Purchases for payment Advanced Bioscience Resources 1029818

From: OTSCONTRACTS Sent: Friday, April 03, 2015 8:34 AM To: FDA Vendor Payments Team Cc: Howard, Kristina Subject: FW: IDIQ Purchases for payment

PO Number	F231300736P	Vendor AD	VANC	ED BIOSCIENCE RE!	Vendor Number	1417096	
Currency	USD	PO Total		10100.00	Matched Total	9855.00	
		Invoice	- 	,	Amount		
Invoices		Date		Invoiced	Remaining	Matched	
1029818	1029818			(b) (4)	(b) (4)	(b) (4) 🔺	
1028881		10-JUL-2014 12-JUN-2014 05-JUN-2014 29-MAY-2014		1	0.00		
1028738					0.00		
1028716					0.00		
1028682					0.00	<b>•</b>	
Batch Na	ame						
Last Paid D	ate	 On I	Hold	Yes	Check Number		
Rele	ase	PO	Line	1	PO Shipment	10001	

# (b) (6)

From: (b) (6) Sent: Tuesday, April 28, 2015 2:53 PM To: (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High

From: (b) (6) Sent: Tuesday, April 28, 2015 2:47 PM To: (b) (6) Cc: EW: IDIO Purchases for paym

Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High



Do you know if and when the MOD for HHSF223201300736P will be finished processing. We have vendors inquiring about the paymnets?



From: (b) (6) Sent: Tuesday, April 21, 2015 4:26 PM To: <u>abr@abr-inc.com</u> Cc (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High

Hello,

I was just checking to see if all is well with making the changes that are needed.

# (b) (6)

From:(b) (6)Sent:Friday, April 17, 2015 4:19 PMTo:'abr@abr-inc.com'Cc:(b) (6)Subject:FW:FW:IDIQ Purchases for payment Advanced Bioscience Resources 1029818

HELLO,

Effective remittance information in UFMS (Our financial system) is NOT matching remittance information referenced on the invoice.

Can you please make the appropriate changes in either SAM.Gov or on the invoices?

Thank you,

(b) (6

From: FDA Vendor Payments Team Sent: Friday, April 03, 2015 9:20 AM To: Cc: b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

From: OTSCONTRACTS Sent: Friday, April 03, 2015 8:34 AM To: FDA Vendor Payments Team Cc: Howard, Kristina Subject: FW: IDIQ Purchases for payment

INV: 1029912 Receipt 137268 INV:1029818 receipt 120169

Invoices		Obained via	FOIA by Judicial Watch, Inc.		11	
PO Number	F231300736P	Vendor ADVAN	CED BIOSCIENCE RE!	Vendor Number	1417096	
Currency	USD	PO Tot	al <b>10100.0</b> 0	Matched Total	9855.00	
Invoices		Invoice Date	Invoiced	Amount Remaining (b) (4)	Matched	
1029818 1028881		29-JAN-2015 10-JUL-2014	(b) (4)	0.00	(b) (4)	
1028738		12-JUN-2014		0.00		
1028716		05-JUN-2014		0.00		
1028682		29-MAY-2014	(1990) (1990)	0.00	-	
Batch Na	ame	14月1日1日				
Last Paid D	ate	On Hold	Yes	Check Number		
Rele	ase	PO Line	1	PO Shipment	10001	
	NIPHT POIDOCO TH	Nient-PT	Find	60 0		

### Thanks, (b) (6)

From:(b) (6)Sent:Tuesday, April 28, 2015 2:53 PMTo:(b) (6)Subject:FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818Importance:High

From: (b) (6) Sent: Tuesday, April 28, 2015 2:47 PM To: (b) (6)

Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High



Do you know if and when the MOD for HHSF223201300736P will be finished processing. We have vendors inquiring about the paymnets?



From (b) (6) Sent: Tuesday, April 21, 2015 4:26 PM To: <u>abr@abr-inc.com</u>

### cc: (b) (6)

Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818 Importance: High

Hello,

I was just checking to see if all is well with making the changes that are needed.

Thank you. (b) (6)

From: (b) (6) Sent: Friday, April 17, 2015 4:19 PM To: 'abr@abr-inc.com' Cc: (b) (6) Subject: Five: IDTQ Purchases for payment Advanced Bioscience Resources 1029818

HELLO,

Effective remittance information in UFMS (Our financial system) is NOT matching remittance information referenced on the invoice.

Can you please make the appropriate changes in either SAM.Gov or on the invoices?

Thank you,

From: FDA Vendor Payments Team Sent: Friday, April 03, 2015 9:20 AM To: Cc: (b) (6) Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

From: OTSCONTRACTS Sent: Friday, April 03, 2015 8:34 AM To: FDA Vendor Payments Team Cc: Howard, Kristina Subject: FW: IDIQ Purchases for payment

INV: 1029912 Receipt 137268 INV:1029818 receipt 120169



From: Sent: To: Subject: (b) (6) Friday, April 03, 2015 11:48 AM Howard, Kristina RE: HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document

Morning Kristina,

Did you submit the invoice for processing yet? Just checking in for status update. Thanks<sup>(b) (6)</sup>

From: (b) (6) Sent: Tuesday, March 24, 2015 10:39 AM To: Howard, Kristina Subject: RE: HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document

Kristina,

Yes, send it in to be processed for payment. Be sure to cc COR and CO to ensure everyone is on the same page, and you can cc me as well. If you need any assistance just let me know, I will assist in any way I can.

Thanks. **(b) (6)** 

From: Howard, Kristina Sent: Tuesday, March 24, 2015 9:36 AM To: (b) (6) Subject: RE: HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document



I have found one invoice that does not appear to be submitted for payment although we did receive the item. Invoice is for a total of \$830. I don't know why it hasn't been processed, so do I submit it for payment and send you a copy? I'm not sure how to address it.

Thank you, Kristina

From: (b) (6) Sent: Wednesday, March 11, 2015 4:17 PM To: Howard, Kristina

Subject: HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document

Dear Advanced Bioscience Resources, Inc.,

I'm in the process of closing purchase orders for the FDA Acquisition's Office. According to our accounting office, the purchase order referenced below remains open. Please confirm all the items/services requested under this order were delivered so that I may close out this contract. Please respond by March 25, 2015, if no response is received by then this contract will proceed to closeout. If you have any questions or require additional information, please feel free to contact me.

FDA ORDER NO. HHSF223201300736P Req. #1145598 Project Officer: (b) (6) Vendor: Advanced Bioscience Resources, Inc. Title: Tissue Procurement for Humanized Mice

Contract Value: \$ 10, 100.00 Remaining Funds: \$ 1,075.00

Contractor/Vendor - please complete the following:

\_\_\_\_All items/services have been delivered All items/services have not been delivered

\_\_\_\_All payments have been received Final Payment Date (if known) All payments have not been received

For your convenience, you can E-Mail your response and a list of any undelivered items back to me at  $\binom{b}{6}$   $\binom{afda.hhs.gov}{6}$ .

Your speedy response will be greatly appreciated.

Best,

D

(D)

(Contractor) Office of Acquisitions and Grants Services Food and Drug Administration (b) (6)

@fda.hhs.gov



From: Sent: To: Subject: (b) (6) weanesday, Warch 11, 2015 4:17 PM Howard, Kristina HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document

Dear Advanced Bioscience Resources, Inc.,

I'm in the process of closing purchase orders for the FDA Acquisition's Office. According to our accounting office, the purchase order referenced below remains open. Please confirm all the items/services requested under this order were delivered so that I may close out this contract. Please respond by March 25, 2015, if no response is received by then this contract will proceed to closeout. If you have any questions or require additional information, please feel free to contact me.

FDA ORDER NO. HHSF223201300736P Req. #1145598 Project Officer: (b) (6) Vendor: Advanced Bioscience Resources, Inc. Title: Tissue Procurement for Humanized Mice

Contract Value: \$ 10, 100.00 Remaining Funds: \$ 1,075.00

Contractor/Vendor - please complete the following:

\_\_\_\_All items/services have been delivered

All items/services have not been delivered

\_\_\_\_All payments have been received Final Payment Date (if known) \_\_\_\_All payments have not been received

For your conv	wenience, you can E-Mail your response and a list of any undelivere @fda.hhs.gov.	ed items back to me
at (D) (D)	@fda.hhs.gov.	

Your speedy response will be greatly appreciated.

Best,

(b) (6)
(Contractor)
Office of Acquisitions and Grants Services
Food and Drug Administration
(240) 402-7685
(b) (6) @fda.hhs.gov



From: Sent: To: Subject: (b) (6) Wednesday, January 28, 2015 11:55 AM Howard, Kristina HHSF223201300736P -- Advanced Bioscience Resources, Inc. -- Closeout Document

Dear Advanced Bioscience Resources, Inc.,

I'm in the process of closing purchase orders for the FDA Acquisition's Office. According to our accounting office, the purchase order referenced below remains open. Please confirm all the items/services requested under this order were delivered so that I may close out this contract.

FDA ORDER NO. HHSF223201300736P Req. #1145598 Project Officer: (b) (6) Vendor: Advanced Bioscience Resources, Inc. Title: Tissue Procurement for Humanized Mice

Contract Value: \$ 10, 100.00 Remaining Funds: \$ 1,075.00

Contractor/Vendor - please complete the following:

\_\_\_\_All items/services have been delivered

All items/services have not been delivered

\_\_\_\_All payments have been received Final Payment Date (if known)

\_\_\_\_All payments have not been received

For your convenience, you can E-Mail your response and a list of any undelivered items back to me at (b) (6)  $\underline{O}$  fda.hhs.gov.

Your speedy response will be greatly appreciated.

Best,

(b)

(Contractor) Office of Acquisitions and Grants Services Food and Drug Administration (b) (6)

(b) (6) @fda.hhs.gov

#### Attachment 3

Vendor Name Advanced Bioscience Resources			0	2004) <b>3</b> 8543				
DUNS Number			786845982			2410.275		
Phone Number	Phone Number (510) 865-5872							
Fax Number/Em	ail	pylart	on@abr-inc.com					
Contact Name			Perrin Larton					
Date Contacted		15/22	102		55	151	100.17 A-2000000	
Small Business – Specify Type		Small 8(a) HUBZone SDVOSB Other Woman Owne	d	Small 8(a) HUBZone SDVOSB Other Woman Owned		Small Small State		
Delivery Date	Delivery Date		u	U Woman ow	neu		cu	
F.O.B. Point		Destination	1. 1.	Destination	2000	Destination Origin		
Prompt Payment Terms	Prompt Payment Terms		Net 30 / % days		Net 30 / % days		Net 30 / % days	
Item	Quan tity		Total	Unit Price	Total	Unit Price	Total	
Tissue Sample	24	(h)	) (4)					
Overnight 12 Delivery			( ( )				71	
EFT Wire Transfer Fee	12		l					
GRAND TOTAL			<u>\$9,900.00</u>					

#### **Abstract of Quotes**

Note: Pricing ways verified via telephome on 9/9/14 by (b) (6) (b) (6), Stease note that pricing for Option years was requested nouvever ABR was wrable to quote future years of this fine.

		00000		bained via FOIA b	,	Natc	h, Inc		PAGE	OF PAGES	
IMPORTANT	Mark all packages and papers			PLIES OR SERV	ICES				1	2	
1. DATE OF OR	T T		and/or ore		1			6. SHIP TO:		·• I ·	
09/09/20	1				a. NAME (	DF CO	NSIGNEE				
3. ORDER NO.		4 REO	UISITION/R	EFERENCE NO.	-						
	01400732P	1139			WHITE	OAI	K CAMPUS, BU	LDING 64			
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE						S Fo Nev	ood and Drug W Hampshire A		ration		
ROOM 2129, HFA-500 ROCKVILLE MD 20857					c.CITY Silver Spring				d. STATE MD	e. ZIP CODE 20993	
7, TO:					f. SHIP VI	A			I	_!	
a. NAME OF CO		CER INC	14170	06	────						
	BIOSCIENCE RESOUR	CES INC	14110					PE OF ORDER			
b. COMPANY NAME c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303					reverse, this de subject to instru- this side only o Please furnish the following on the terms issued subject					g instructions on the ivery order is ctions contained on this form and is o the terms and	
d. CITY	· · ·		e. STATE	f. ZIP CODE	this order :	and on	pecified on both sides of the attached sheet, if		conditions of the above-numbered contract.		
ALAMEDA			CA	945012958	any, includ	dina de	livery as indicated.				
	GAND APPROPRIATION DATA				10. REQU	ISITIO	NING OFFICE	ובר			
a. SMALL	13. PLACE OF		DSB PROG	s (WOSB) h. l	MEN-OWNED EDWOSB NO.	)	e. HUBZone 15. DELIVER TO F.O.E ON OR BEFORE (De 09/08/2015		12. F.O.B. PC Destina 16. DISCO		
				17. SCHEDULE (Se	e reverse for	Reject	tions)				
				•	QUANTITY	<u> </u>	UNIT	1		QUANTITY	
ITEM NO.	SUPPI	LIES OR SERV (b)	ICES		ORDERED (c)	UNIT (d)	PRICE (e)		OUNT (f)	ACCEPTED (g)	
	POC: (b) (6)		0								
	18. SHIPPING POINT	·		19. GROSS SHIPPING	WEIGHT		20. INVOICE NO.			17(h) TOTAL	
										(Cont. pages)	
	21. MAIL INVOICE TO:									Joges	
SEE BILLING	a. NAME	a NAME FDA PAYMENT SVCS						\$9,9	\$9,900.00		
INSTRUCTIONS ON REVERSE	(or P.O. Box)	10903 N Bldg 32	ew Ham , Rm 2	Payments, OFS pshire Avenue 162, Mail Hub MD 20993-000	l Hub 2145					17(i) GRAND TOTAL	
	Silver Spring		n				20993-0002 (b) (6)	· · · ·			
22. UNITED AMERIC	STATES OF A BY (Signature)		U		)		TITLE: CONTRACTIN	G/ORDERING O	FFICER		
AUTHORIZED F	DR LOCAL REPRODUCTION						t		OPTIONAL	FORM 347 (Rev. 2/2012)	

PREVIOUS EDITION NOT USABLE

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Prescribed by GSA/FAR 48 CFR 53 213(1)

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QUANTITY

ACCEPTED

(g)

ORDER I 2 IMPORTANT: Mark all packages and papers with contract and/or order numbers. ORDER NO. DATE OF ORDER CONTRACT NO. HHSF223201400732P 09/09/2014 AMOUNT ITEM NO. QUANTITY UNIT SUPPLIES/SERVICES ORDERED PRICE (d) (f) (b) (c) (e) Admin Office: DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857 Appr. Yr.: 2014 CAN: 6999AXH Object Class: 252Z CenterTag: D74619DD500MMGR Period of Performance: 09/09/2014 to 09/08/2015 9,900.00 Tissue Procurement for Humaized Mice. (b) (4) 17 (b) (4) THE CONTRACTOR SHALL SHIP 2ND TRIMESTER THYMUS (b) (4) 2ND TRIMESTER LIVER (b) (4) OVERNIGHT DELIVER (b) (4) AND EFT WIRE TRANSFER FEE (b) (4) FOR A TOTAL PER DELIVERY OF (b) (4). TOTAL OF THIS CONTRACT NOT TO EXCEED \$9,900.00 CONTRACTOR SHALL CONTACT KRISTINA. HOWARD@FDA. HHS. GOV PRIOR TO EACH SHIPMENT The total amount of award: \$9,900.00. The obligation for this award is shown in box 17(i).

 $\geq$ 

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$9,900.00

(a)

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#### **INSPECTION AND ACCEPTANCE**

The Contracting Officer's Representative (COR) shall perform inspection and acceptance of the services to be provided under this order.

The COR's acceptance shall be communicated in writing unless otherwise indicated in writing by the Contracting Officer (CO) or COR within 30 days of receipt of the services.

#### SATISFACTORY PERFORMANCE/PERFORMANCE ADDRESS/CONTRACTOR POINT OF CONTACT INFORMATION (POC)

Satisfactory performance of this order shall be deemed to occur upon the contractor's successful compliance with all parts of this order.

#### **CONTRACT ADMINISTRATION DATA**

#### CONTRACTING OFFICERS REPRESENTATIVE (COR)

The following COR will represent the Government for the purpose of this contract:

## (b) (6)

U.S. Food and Drug Administration Center for Drug Evaluation and Research 10903 New Hampshire Avenue Silver Spring, MD 20993 (b) (6)

(b) (6) @fda.hhs.gov

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the <u>only person with authority to act as an agent of the</u> <u>Government under this contract</u>. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the RFQ; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.





The contact information for the <u>Contracting Officer</u> is the following:

(b) (6) U.S. Food and Drug Administration Office of Acquisitions and Grants Services Rockville, MD 20857 (b) (6) @fda.hhs.gov (b) (6)

The contact information for the Contract Specialist is the following:

(b) (6) U.S. Food and Drug Administration Office of Acquisitions and Grants Services Rockville, MD 20857 (b) (6) @fda.hhs.gov Telephone: (b) (6)

The contact information for the Contractor is the following:

Perrin Larton Advanced Bioscience Resources, Inc. 1516 Oak St Ste 303 Alameda, CA 94501-2958 pvlarton@abr-inc.com Telephone: (510) 865-5872

### **PAYMENT**

The Government will pay the Contractor only each respective CLIN's firm-fixed-price following successful completion, as determined by the COR, and upon submission of a proper invoice. Proper invoice submission includes following the invoice instructions below.

## INVOICE INSTRUCTIONS

The Contractor shall submit all invoices in the manner specified below:

The Contractor shall submit one original copy of each invoice to the address specified below:

Office of Financial Services Food and Drug Administration 10903 New Hampshire Avenue W032-Second Floor





## Bldg. 32, Rm. 2162, Mail Hub 2145 Silver Spring MD 20993-0002 Attn: Vendor Payments

# Phone: (301) 827-3742 or (866) 807-3742 Email: <u>fdavendorpaymentsteam@fda.gov</u>

Invoices submitted under this order must comply with the requirements set forth in FAR 52.232-33 (Payment by Electronic Funds Transfer – Central Contractor Registration) and the other applicable FAR clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

(I) Name and address of the contractor;

(II) Invoice date and Invoice number;

(III) Purchase Order/Award Number;

(IV) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed, including: (a) period of performance for which costs are claimed; (b) itemized travel costs, including origin and destination; and (c) any other supporting information necessary to clarify questionable expenditures;

(V) Shipping number and date of shipping, 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 (must be the same as that in the purchase order/award, or in a proper notice of assignment)

(VIII) Name, title and phone number of person to notify in event of a defective invoice; (IX) Taxpayer Identification Number (TIN);

(X) Electronic Funds Transfer (EFT) banking information, including routing transit number of the financial institution receiving payment and the number of the account into which funds are to be deposited;

(XI) Name and telephone number of the COR or other program center/office point of contact, as referenced on the purchase order; and,

(XII) Any other information or documentation required by the purchase order/award.

Questions regarding invoices shall be directed to the FDA at the telephone numbers provided above.

Payment will only be made on a firm-fixed-price basis.

52.212-5

#### CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2014) (IAW FAR 12.301(b)(4))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996)(31 U.S.C 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19





### U.S.C. 3805 note)).

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	(1)	52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
	(2)	52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
	(3)	<b>52.203-15</b> , Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
	(4)	<b>52.204-10</b> , Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
	(5)	[Reserved]
	(6)	52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111- 117, section 743 of Div. C).
	(7)	52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
	(8)	<b>52.209-6</b> , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
	(9)	<b>52.209-9,</b> Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
	108)	<ul> <li>52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).</li> </ul>
	(11)	52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
	(12)	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
	(13)	[Reserved]
<u> </u>	(14)	(i) <b>52.219-6</b> , Notice of Total Small Business Set-Aside (Nov 2011)(15 U.S.C. 644).
	(14)	(ii) Alternate I (Nov 2011).
	(14)	(iii) Alternate II (Nov 2011).
	(15)	<ul><li>(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).</li></ul>
	(15)	(ii) Alternate I (Oct 1995) of 52.219-7.
	(15)	(iii) Alternate II (Mar 2004) of 52.219-7.
	(16)	52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
	(17)	(i) <b>52.219-9</b> , Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637(d)(4)).
	(17)	(ii) Alternate I (Oct 2001) of 52.219-9.
	(17)	(iii) Alternate II (Oct 2001) of 52.219-9.
	(17)	(iv) Alternate III (Jul 2010) of 52.219-9.
	(18)	52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
	(19)	52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
	(20)	52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.
	• •	-



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	(04)	637(d)(4)(F)(i)).
	(21)	(i) <b>52.219-23</b> , Notice of Price Evaluation Adjustment for Small Disadvantaged
		Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to
	(21)	waive the adjustment, it shall so indicate in its offer).
	(21) (22)	<ul> <li>(ii) Alternate I (June 2003) of 52.219-23.</li> <li>52.219-25, Small Disadvantaged Business Participation Program—</li> </ul>
	(22)	Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355,
		section 7102, and 10 U.S.C. 2323).
	(23)	<b>52.219-26</b> , Small Disadvantaged Business Participation Program—Incentive
	()	Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10
		U.S.C. 2323).
	(24)	52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-
	( )	Aside (Nov 2011)(15 U.S.C. 657 f).
	(25)	52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15
		U.S.C. 632(a)(2)).
	(26)	52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned
		Small Business (EDWOSB) Concerns (Jul 2013) (1 U.S.C. 637(m)).
	(27)	52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB)
		Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C.
v	(28)	637(m)).
<u> </u>	(20) (29)	<ol> <li>52.222-3, Convict Labor (June 2003)(E.O. 11755).</li> <li>52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan</li> </ol>
	(23)	2014)(E.O. 13126).
	(30)	<b>52.222-21</b> , Prohibition of Segregated Facilities (Feb 1999).
	(31)	<b>52.222-26</b> , Equal Opportunity (Mar 2007)(E.O. 11246).
	(32)	<b>52.222-35</b> , Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
	(33)	52.222-36, Equal Opportunity For Workers with Disabilities (Jul 2014)(29 U.S.C.
	. ,	793).
	(34)	52.222-37, Employment Reports on Veterans (Jul 2014)(38 U.S.C. 4212).
	(35)	52.222-40, Notification of Employee Rights Under the National Labor relations
		Act (Dec 2010) E.O. 13496).
	(36)	52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order
		12989). (Not applicable to the acquisition of commercially available off-
		the-shelf items or certain other types of commercial items as prescribed
	(37)	in 22.1803.) (i) <b>52.223-9</b> , Estimate of Percentage of Recovered Material Content for EPA-
	(37)	Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not
		applicable to the acquisition of commercially available off-the-shelf
		items.)
	(37)	(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable
	· ·	to the acquisition of commercially available off-the-shelf items.)
	(38)	(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014)
		(E.O.s 13423 and 13514).
	(38)	(ii) Alternate I (Jun 2014) of 52.223-13.
	(39)	(i) <b>52.223-14</b> , Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s
	(00)	13423 and 13514).
	(39)	<ul> <li>(ii) Alternate I (Jun 2014) of 52.223-14.</li> <li>52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)</li> </ul>
	(40)	(42.U.S.C. 8259b).
	(41)	(i) <b>52.223-16</b> , Acquisition of EPEAT®-Registered Personal Computer Products
	1.1.1	(Jun 2014) (E.O.s 13423 and 13514).
	(41)	(ii) Alternate I (Jun 2014) of 52.223-16.
	(42)	52.223-18, Encouraging Contractor Policies to Ban Text Messaging While
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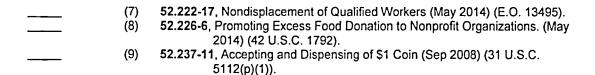


		Driving (Aug 2011).
	(43)	52.225-1, Buy AmericanSupplies (May 2014)(41 U.S.C. chapter 83).
	(44)	(i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May
		2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112
		note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-
		77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138,
		112-41, 112-42, and 112-43).
_	(44)	(ii) Alternate I (May 2014) of 52.225-3.
	(44)	(iii) Alternate II (May 2014) of 52.225-3.
	(44)	(iv) Alternate III (May 2014) of 52.225-3.
	(45)	52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seg., 19 U.S.C.
	. ,	3301 note).
	(46)	52.225-13, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s,
		proclamations, and statutes administered by the Office of Foreign
		Assets Control of the Department of Treasury).
	(47)	52.225-26, Contractors Performing Private Security Functions Outside the United
		States (Jul 2013) (Section 862, as amended, of the National Defense
		Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
	(48)	52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C.
		5150).
	(49)	52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area
		(Nov 2007)(42 U.S.C. 5150).
	(50)	52.232-29, Terms for financing of Purchases of Commercial Items (Feb 2002)(41
		U.S.C. 4505, 10 U.S.C. 2307(f)).
	(51)	52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C.
		4505, 10 U.S.C. 2307(f)).
	(52)	52.232-33, Payment by Electronic Funds Transfer—System for Award
		Management (Jul 2013)(31.U.S.C. 3332).
	(53)	52.232-34, Payment by Electronic Funds Transfer—Other than System for
		Award Management (Jul 2013)(31.U.S.C. 3332).
	(54)	52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
	(55)	52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
	(56)	(i) <b>52.247-64</b> , Preference for Privately Owned U.SFlag Commercial Vessels
	(50)	(Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
	(56)	(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting C	(1)	ck as appropriate.] 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
	(1) (2)	52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
	(3)	52.222-43, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (Multiple Year and Option Contracts) (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
	(4)	52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
	(5)	52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
	(6)	52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)(41 U.S.C. chapter 67).





(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509). (ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow Down required in accordance with paragraph (I) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36. Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104 (g)).

\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xij) 52.222-53. Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.





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### ADDENDUM TO CLAUSE 52.212-4

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52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 2014) (IAW FAR 12.301(b)(3))

	Obained v	ia FOIA by Judicial Watch, Inc.	
AMENDMENT OF SOLICITA	TION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT MODIFICATION N	0. 3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If appEcable)
0001	08/21/2015		S. PROSECTING. (# appreable)
6. ISSUED BY	CODE DCSC	7. ADMINISTERED BY (If other than Item 6)	CODE DCSC
DHHS/FDA/OAGS/DCSC		DHHS/FDA/OAGS/DCSC	
ATTN: (b) (6)		ATTN: (b) (6)	ſ
5630 FISHERS LANE		5630 FISHERS LANE	-
ROOM 2129, HFA-500		ROCM 2129, HFA-500	
ROCKVILLE MD 20857		ROCKVILLE MD 20857	
8. NAME AND ADDRESS OF CONTR	RACTOR (No., street, county, Siste and ZIP Code)	A AMENDMENT OF SOLICITATION NO.	
		(x) CALINGENER OF SOLICITATION NO.	
	RESOURCES INC 1417096		
ADVANCED BIOSCIENCE 1516 OAK ST STE 303		9B. DATED (SEE ITEM 11)	
ALAMEDA CA 94501295			
ADALEDA CA 94901299		X HHSF223201400732P	DER NO.
		nn5F225201400752P	
		108. DATED (SEE ITEM 13)	
CODE 1417096	FACILITY CODE	09/09/2014	
	11 THIS ITEM ONLY ADDI IE	S TO AMENDMENTS OF SOLICITATIONS	
The shove numbered solicitation is	amended as set forth in item 14. The hour and date		extended.
Offers must acknowledge receipt of	this amendment prior to the hour and date specified	In the solicitation or as amended, by one of the following	g methods; (a) By completing
liems 8 and 15, and returning	copies of the amendment; (b) By ack	mowledging receipt of this amendment on each copy of t	he offer submitted; or (c) By
separate letter or telegram which in	cludes a reference to the solicitation and amendmen	I numbers. FAILURE OF YOUR ACKNOWLEDGEMEN	T TO BE RECEIVED AT
THE PLACE DESIGNATED FOR TH	HE RECEIPT OF OFFERS PRIOR TO THE HOUR /	AND DATE SPECIFIED MAY RESULT IN REJECTION (	OF YOUR OFFER. If by
victue of this amendment you desire	to change an offer already submitted, such change	may be made by telegram or letter, provided each telegr	ram or letter makes
	amendment, and is received prior to the opening ho	our and date specified.	
12. ACCOUNTING AND APPROPRIA See Schedule	non data (# required)		
	Y APPLIES TO MODIFICATION OF CONTRACTS/C	ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. A	
			S DESCRIBED IN TEM 14.
CHECK ONE A. THIS CHANGE OR	DER IS ISSUED PURSUANT TO: (Specify authority) M 10A	) THE CHANGES SET FORTH IN ITEM 14 ARE MADE	IN THE CONTRACT
B. THE ABOVE NUMB appropriation date,	ERED CONTRACT/ORDER IS MODIFIED TO REF etc.) SET FORTH IN ITEM 14, PURSUANT TO TH	LECT THE ADMINISTRATIVE CHANGES (such as char E AUTHORITY OF FAR 43.103(b).	nges in paying office,
X			
C. THIS SUPPLEMEN	TAL AGREEMENT IS ENTERED INTO PURSUANT	TO AUTHORITY OF:	
D. OTHER (Specify fyr	e of modification and authority)	·····	
	a) Mutual Agreement Betwee	an Both Parties	
-		1	
E. IMPORTANT: Contractor	[] is not. [X] is required to sign this docume		•
	110160	gs, including solicitation/contract subject matter where fo	easible.)
UNS Number: 786845			
		a manifest of manifestimes and	
		e period of performance. As	a result of this
odification, the io	llowing changes shall occu	ur:	
	00 (00 (001 5 *		
from: "09/09/2014 to	09/08/2015		
By: 69 days			
o: "09/09/2014 to 1	1/16/2015"		
		of the order shall change as	s follows:
'rcm: "2nd Trimester	Thymus 🗧 (b) (4)		
ontinued			
	I conditions of the document referenced in Item 9A c	or 10A, as heretofore changed, remains unchanged and	
(b) (	(6), (b) (4)	16A. NAME AND TITLE OF CONTRACTING OF	EEICER (Tube or orint)
5B. CC (In ) (C)	15C. DATE SIGNE		
(D) (b)	<b>D</b> ) (4)		C. DATE SIGNED
	16SEP ZO		V glantie
ISN 75			30 (REV. 10-83)
revious edition unusable			30 (REV. 10-83) Prescribed by GSA
			FAR (48 CFR) 53.243

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FDA2018-8273-000114

Obained via FOI/ UMENT BEING CONTINUED Judicial Watch

REFERENCE NO. O CONTINUATION SHEET HHSF223201400732P/0001

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NAME OF OFFEROR OR CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096

ем NO. (А)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
,	" 2nd Trimester Liver \$ (b)(4)		-		
	To: "2nd Trimester Thymus \$ (b)(4)				
	" 2nd Trimester Liver (b) (4)				
	Payment:				
	FDA PAYMENT SVCS Attn: Vendor Payments, OFS FDA				
	10903 New Hampshire Avenue				
	Bldg 32, Rm 2162, Mail Hub 2145	1			
	Silver Spring MD 20993-0002 Period of Performance: 09/09/2014 to 11/16/2015				
	Period of Periormance: 09/09/2014 to 11/10/2019				
		1			
					· ·
		I			OPTIONAL FORM 335 (4-86)

(b) (6)	
From:	(b) (6)
Sent:	Tuesday, September 15, 2015 9:25 AM
To:	(b) @abr-inc.com'
Subject:	RE: Modification to Extend the Ordering Period of HHSF223201400732P
Attachments:	HHSF223201400732P_0001.pdf

### Hi (b) (4),

I've attached an updated copy of the modification to HHSF223201400732P, that now includes the revised pricing.

If you could please sign boxes 15A, 15B, and 16C and return the signed copy to me if ABR concurs with the revision it would be greatly appreciated.

Thanks and have a great day,

(b) (6);

(b) (6) Contract Specialist U.S. Food & Drug Administration Office of Acquisition & Grant Services | Scientific Support Branch Phone: (b) (6) E-Mail: (b) (6) @fda.hhs.gov

From <sup>(b)</sup> (6), (b) (4) Sent: Friday, September 11, 2015 1:02 PM To: (b) (6) Subject: RE: Modification to Extend the Ordering Period of HHSF223201400732P

Hi(b) (6),

If there is still \$4,890 remaining on this P.O. then we could continuing working it off, however I see that our 2014 fees are noted at (b) (4) each for the procurement of the Thymus and Liver. (Our 2015 procurement fee for 2<sup>nd</sup> Trimester samples is (b) (4). The FedEx First Overnight fee of (b) (4) and the EFT fee of (b) (4) are still the same, however they are subject to change based upon increases imposed upon us from those outside entities.) I see a couple other differences...Payments have been made via ACH rather than EFT, so no fee associated with that. Also, there have been occasions when delivery was made on a Saturday, and the FedEx fee for that is \$(b) (4).

All that said, we could continue working off this P.O. through 16NOV2015 if FDA isn't strict about the charge for each item matching what is expressed in the description of our services on the P.O.

Let me know what you think and we can move forward from there.

Thanks,

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

From:<sup>(b) (6)</sup> Sent: Thursday, September 10, 2015 5:10 PM

Dfda.hhs.gov]

### To: (b) @abr-inc.com





Subject: RE: Modification to Extend the Ordering Period of HHSF223201400732P

Gladly. I've attached a copy of the original order, my understanding is that we've been invoiced against this order multiple times, but as of 08/10, we have a remaining amount of \$4,890.00 yet to be utilized.

Thanks again for your help and please let me know if you have any other questions,

(b) (6)

(b) (6) Contract Specialist U.S. Food & Drug Administration Office of Acquisition & Grant Services | Scientific Support Branch Phone: (b) (6) E-Mail: (b) (6)

From: (b) (6), (b) (4) Sent: Thursday, September 10, 2015 8:06 PM To: (b) (6) Subject: RE: Modification to Extend the Ordering Period of HHSF223201400732P

Hi (b) (6)

It took some digging to figure out which of several FDA accounts we have that this P.O. belongs to. Further research shows that I never received the actual P.O. document, rather I was provided the number by the end user, Kristina Howard. I understood that it was only good for 12FEB2015 Invoice #1029912 for \$830. Would you please forward me a copy of the original P.O.?

If there is still value on the P.O., and if it is based upon our current Fee Schedule, then we can likely extend the end date from 08SEP2015 to 16NOV2015 as requested.

Thanks,

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

 From:
 (b) (6)
 1@fda.hhs.gov]

 Sent: Thursday, September 10, 2015 2:13 PM
 Description

 To:
 Description
 Description

 Subject: RE: Modification to Extend the Ordering Period of HHSF223201400732P

Greatly appreciated. Thank  $you_{(4)}^{(b)}$ 

Please let me know if you have any questions.

Have a great evening,

(b) (6)

(b) (6) Contract Specialist U.S. Food & Drug Administration Office of Acquisition & Grant Services | Scientific Support Branch Phone: (b) (6) E-Mail: (b) (6)



From: (b) (6), (b) (4)

 Sent: Thursday, September 10, 2015 4:50 PM

 To:
 (b) (6)

 Subject: RE: Modification to Extend the Ordering Period of HHSF223201400732P

Hello (b) (6),

I wanted to let you know that I got your voicemail along with this email and will attend to it shortly.

Sincerely,

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

 From:
 (b) (6)
 Dfda.hhs.gov]

 Sent:
 Tuesday, September 08, 2015 11:33 AM

 To:
 (b)
 Dabr-inc.com

 Subject:
 FW:
 Modification to Extend the Ordering Period of HHSF223201400732P

Good Afternoon,

My name is (b) (6) writing from the Food and Drug Administration's Office of Acquisitions and Grant Services. I am writing in regards to a modification request from our program office to extend the period of performance to HHSF223201400732P. If Advanced Bioscience Resources, Inc., is agreeable to the changes in the attached documentplease sign and complete boxes 15A, 15B, and 15C and return the signed copy to me.

Please let me know if you have any questions, or give me a call at (b) (6) to discuss.

Thanks and have a great day.

Sincerely,

(b) (6) Contract Specialist U.S. Food & Drug Administration Office of Acquisition & Grant Services | Scientific Support Branch Phone: (b) (6) E-Mail: (b) (6) <u>1@fda.hhs.gov</u>

AMENDME	NT OF SOLICITATION/MODIFIC	ATION OF CON TRACTEd vi	a FOIA by	Judicial Watch, Inc.		PAGE OF	PAGES
	NT/MODIFICATION NO.	3. EFFECTIVE DATE		QUISITION/PURCHASE REQ. NO.	5. P	ROJECT NO.	(If applicable)
0002		12/10/2018					
6. ISSUED BY	CODE	DAP	7. AD	MINISTERED BY (If other than Item 6)	COE	DE	
ATTN: 4041 Por	A/OAGS/DAP wder Mill Road lle MD 20705						
8. NAME AND	ADDRESS OF CONTRACTOR (No., street,	county, State and ZIP Code)	(x) 9A	. AMENDMENT OF SOLICITATION NO	D.		
ADVANCED 1516 OAK	) BIOSCIENCE RESOURCES ) BIOSCIENCE RESOURCES ( ST STE 303 CA 945012958		x 10	. DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/OF HSF223201400732P B. DATED (SEE ITEM 13)	RDER NO.		
CODE 14	17096	FAC LITY CODE		9/09/2014			
	±,0,00	11. THIS ITEM ONLY APPLIES					
tems 8 and separate lett THE PLACE virtue of this reference to	ter or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF C amendment you desire to change an offe the solicitation and this amendment, and	bies of the amendment; (b) By ack to the solicitation and amendment DFFERS PRIOR TO THE HOUR A r already submitted , such change is received prior to the opening hou	nowledging re t numbers. F/ ND DATE SPE may be made	ceipt of this amendment on each copy A LURE OF YOUR ACKNOWLEDGEM ECIFIED MAY RESULT IN REJECTION by telegram or letter, provided each tel	of the offer su ENT TO BE R I OF YOUR O	bmitted ; or (c) ECEIVED AT FFER If by	•
	NG AND APPROPRIATION DATA (If requ 99AXH.252Z.D74619DD50	,	Net Dec	crease:	-\$2,	430.00	
	13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/O	RDERS. IT M	ODIFIES THE CONTRACT/ORDER NO	. AS DESCRI	BED IN ITEM 1	4.
	<ul> <li>A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.</li> <li>B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH</li> <li>C. THIS SUPPLEMENTAL AGREEMENT</li> </ul>	CT/ORDER IS MODIF ED TO REFI I N ITEM 14, PURSUANT TO THE	LECT THE AD E AUTHORITY	M NISTRATIVE CHANGES (such as c OF FAR 43.103(b).			
	D. OTHER (Specify type of modification	and authority)					
Х	FAR 4.804-5 (a)(15) Contr	act funds review is c	complete a	and excess funds de-oblic	gated.		
E. IMPORTAN	Contractor X is not.	is required to sign this docume	ent and return	copies to th	e issuing offic	e.	
14. DESCRIP	TION OF AMENDMENT/MODIFICATION	Organized by UCF section headin	ngs, including s	olicitation/contract subject matter whe	re feasible.)		
DUNS Num The reas years ar	<pre>Jumber: 94-3110160 nber: 786845982 son for this modifica nd closeout award. y: 09/08/2015</pre>	tion is to de-obl	igate e	xcess funds, cancel	unexer	cised o	ption
-	/ Location Code: WO64 AK CAMPUS, BUILDING 6	4					
The US H	Food and Drug Adminis W Hampshire Avenue						
Building	-						
-	Spring MD 20993 US						
Continue	ed						
	vided herein, all terms and conditions of th ND TITLE OF SIGNER ( <i>Type or print</i> )	e document referenced in Item 9 A		retofore changed, remains unchanged NAME AND TITLE OF CONTRACT N (b) (6)			
15B. CONTRA	CTOR/OFFEROR	15C. DATE SIGN	IED			16C.	DATE SIGNED
	(Signature of person authorized to sign)	—		(b) (6			
NSN 7540-01-		I.				RM 30	(REV. 10-83)

	2 00.0
Previous edition	unusable

Prescribed by GSA FAR (490582091848273-000119

CONTIN	UATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONT HHSF223201400732P/000bathed v		tch, Inc.			PAGE O	F 2
	EROR OR CONTRACT	TOR RESOURCES INC 1417096						
ITEM NO. (A)		SUPPL ES/SERVICES (B)		QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUN (F)	
	Attn: 10903 Bldg 3 Silver Appr. Yr.: CenterTag: FOB: Destin Period of H Change Iter	AYMENT SVCS Vendor Payments, OFS FDA New Hampshire Avenue 32, Rm 2162, Mail Hub 2145 c Spring MD 20993-0002 2014 CAN: 6999AXH Object D74619DD500MMGR nation Performance: 09/09/2014 to n 1 to read as follows(amo ted amount):	Class: 252Z					
1	THE CONTRAC (b) (4) 2ND TRIMEST (b) (4) AND EN TOTAL PER I TOTAL OF TH \$9,900.00 CONTRACTOR	curement for Humaized Mice CTOR SHALL SHIP 2ND TRIMES PER LIVER (b) (4). OVERNIGHT FT WIRE TRANSFER FEE (b) (4) DELIVERY OF (b) (4) HIS CONTRACT NOT TO EXCEED SHALL CONTACT DWARD@FDA.HHS.GOV PRIOR TO	TER THYMUS DELIVER FOR A	(b) (4		(b) (4)	-2,4	130.00

		ORI	DEL JR SU	PPLIES OR SER	VICES				PA	GE	OF PAGES
MPORTANT: I	Mark all packa	ages and papers with c	ontract and/or or	der numbers.	ilige)				1	_	4
DATE OF ORD	DER 2.00	NTRACT NO. (If any)						6 SHIP TO	):		
3/27/201	15				a. NAME	OF CO	INSIGNEE				
ORDER NO.			4. REQUISITION/F	REFERENCE NO.	-						
IHSF22320	015101301	P	1146712		FDA -	CDI	ER , Kristin	a Howard			
		rrespondence to)	h		b, STREE			50-61-50 - 5-30	2.95		
	RUG ADMIN	NISTRATION					ood and Drug w Hampshire		tration		
FFAS	DU CRAMPT				Build			Avenue			
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ALLAS TX					c. CITY		units and some of the		d. ST	ATE	e. ZIP CODE
					Silve	er Sj	pring		MD		20993
TO:				Sec. 2. 20	f. SHIP V	IA					
NAME OF CON		NCE RESOURCES	INC 1417(	96		_					
COMPANY NA					57			YPE OF ORDER			
STREET ADDR	Sectors)				X a. PU				b. DELI	VERY	
		NCE RESOURCES	INC		REFERE	NUEY	UUK.			10.05	nstructions on t
516 OAK	ST STE 3	303			-				reverse, this subject to in		ery order is ions contained o
					-	. Sec. 4.			this side only	y of th	is form and is
					and the second second second		e following on the terms pecified on both sides of				he terms and bove-numbered
CITY LAMEDA			e STATE		this order	and on	lhe altached sheet, if livery as indicated.		contract.		
ACCOUNTING			CA	945012958							
015.6PP9							(6) (FDA)				
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# ORDER Fr UPPLIES OR SERVICES SCHL\_JLE CONTINUATION Judicial Watch, Inc.

PAGE NO 2

DATE OF ORDER					ORDER NO.		
3/27/2015	j		HHSF223201510	)130P			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUN	т	QUANTITY
(a)	(b)	(C)	(d)	(6)	(f)		(g)
Ad	min Office:						
	FOOD & DRUG ADMINISTRATION						
	OFFAS 4040 NORTH CENTRAL EXPRESSWAY						
	SUITE 300						
	DALLAS TX 75204						
Ap	pr. Yr.: 2015 CAN: 6PP9BGX Object Class:						
1 million (1997)	51 CenterTag: P46642AA0241PAR						
Pe	riod of Performance: 03/27/2015 to						
03	/26/2016						
Hu	man Fetal Tissue with the following				11.	970.00	
	ecialized characteristics;				/	570.00	
1							
	Age Range 16 - 24 Weeks ( 2nd trimester )	)	11				
	Liver and Thymus Tissue from the same						
	nor , Unless Liver only is requested.						
	Tissue must Be fresh and never frozen						
	No tissues where the mother is known to						
	positive for HIV or for Hepatitis A , b, C Viruses						
	No known chromosomal abnormalities						
	in mont on one one of a shorthart (10)						
Adv	vanced Bioscience Resources shall be						
no	tified of the need for tissue via e-mail						
	phone by Kristina Howard. The e-mail						
	r placement of request is;						
(d)	(6) (b) (6), (b) (4) or (b) (6), $abr-inc.com$						
FDA	A/CDER POC Kristina Howard is the only						
pe	rson authorized to place an order for						
fet	tal tissue against this Award.						
The	e Vendor shall contact Kristina at						
	istina.howard@fda.hhs.gov prior to each						
	ipment of tissue.						2
	ltiple request for tissue may be made by						
	istina through out the term of this						
-	reement , However - The total funding						
and	ount of \$ 11,970.00 may not be exceeded.						
Kri	istina shall provide this Purchase Order						
	mber when placing a request for tissue						
fro	om the vendor.						
Cor	ntinued						
	8						
					011.070	00	
TOTA UTHORIZED FOR LOO	L CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	$\geq$			 \$11,970	.00 OPTIONA	

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53 213(I)

# ORDER Fr UPPLIES OR SERVICES SCHE-JLE CONTINUATION Judicial Watch, Inc.

PAGE NO

	SCHE_JLE~CONTINUATION				3	
	T: Mark all packages and papers with contract and/or order numbers.			- T		
ATE OF OR					DER NO. SF223201510130P	
3/27/2		r		r		1
TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(C)	(d)	(e)	(f)	(g)
	Partial invoices may be submitted per					
	Partial invoices may be submitted per Orders placed , Please reference this Award					
	number on shipping & invoicing documents.					
	indiana i on onipping a invoicing documents.					
	Pricing is based on provided quote #					
	1562001-QT and the " Fees for Service					
	Schedule" ( effective 1/1/15 ) ( Both					
	documents are attached with Award )					
						2
	52.212-4 CONTRACT TERMS AND					
	CONDITIONS-COMMERCIAL ITEMS (OCT 2003)					
	RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:					
	THE SUPPLIES AND/OR SERVICES DELIVERED					
	HEREUNDER SHALL BE INSPECTED AND ACCEPTED					
	AT DESTINATION BY THE CONTRACTING OFFICER?S					
	REPRESENTATIVE (COR) SPECIFIED BELOW. IF					
	THE SUPPLIES OR SERVICES ARE ACCEPTABLE,					
	THE COR SHALL PROMPTLY FORWARD A REPORT OF					
	INSPECTION AND ACCEPTANCE TO THE PAYING					
	OFFICE. IF THE SUPPLIES OR SERVICES ARE NOT ACCEPTABLE, THE COR SHALL DOCUMENT THE					
	NOT ACCEPTABLE, THE CON SHALL DOCOMENT THE					
	IMMEDIATELY NOTIFY THE CONTRACTING OFFICER.					
	THE COR FOR THIS ORDER IS: Kristina Howard					
	(301) 796-5185					
	POINTS OF CONTACT:					
	I OINID OF CONTROL.					
	QUESTIONS CONCERNING THE PRICING OR TERMS					
	OF THIS ORDER SHOULD BE DIRECTED TO: (b) (6)					
	(0) (0)		- 0			<
	EDA INVOLCE DECULIDEMENTES					
	FDA INVOICE REQUIREMENTS:					
	THE CONTRACTOR SHALL SUBMIT INVOICES TO THE					
	ADDRESS DESIGNATED IN THE PURCHASE ORDER					
	(SEE BLOCK 21) TO RECEIVE INVOICES. TO					
	CONSTITUTE A PROPER INVOICE, THE INVOICE					
	MUST BE SUBMITTED ON COMPANY LETTERHEAD AND					
	INCLUDE-					
	Continued					
٦	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	$\geq$			\$0.00	

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE ORDER FC

PAGE NO

4

-	SCHEUSLE - CONTINUATION					્યુ	
	T: Mark all packages and papers with contract and/or order numbers.						
DATE OF OR					ORDER		
03/27/20	015	r			HHSF	223201510130P	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY				AMOUNT	QUANTITY
(a)	(b)	ORDERED (C)	(d)	PRIC (e)	E	(f)	ACCEPTED (g)
			Τ				
	(I) NAME AND ADDRESS OF THE CONTRACTOR;						
	(II) INVOICE DATE AND INVOICE NUMBER;						
	(III) PURCHASE ORDER NUMBER;						
	(IV) DESCRIPTION, QUANTITY, UNIT OF						
	MEASURE, UNIT PRICE AND EXTENDED PRICE						
	SUPPLIES DELIVERED OR SERVICES PERFORMED;						
	(V) SHIPPING NUMBER AND DATE OF SHIPMENT,						
	INCLUDING THE BILL OF LADING NUMBER AND						
	WEIGHT OF SHIPMENT IF SHIPPED ON GOVERNMENT		1				
	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 (MUST BE THE SAME AS						
	THAT IN THE PURCHASE ORDER OR IN A PROPER						
	NOTICE OF ASSIGNMENT);	1					
	(VIII) NAME, TITLE, AND PHONE NUMBER OF PERSON TO NOTIFY IN EVENT OF DEFECTIVE	6					
	INVOICE;						
	(IX) TAXPAYER IDENTIFICATION NUMBER (TIN).						
	(X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING						
	INFORMATION.						
	(XI) NAME AND TELEPHONE NUMBER OF THE FDA						
	PROJECT OFFICER REFERENCED ON THE PURCHASE						
	ORDER; AND						
	(XII) ANY OTHER INFORMATION OR						
2	DOCUMENTATION REQUIRED BY THE PURCHASE						
	ORDER.						
	AN ELECTRONIC INVOICE IS ACCEPTABLE IF						
	SUBMITTED IN ADOBE ACROBAT (PDF) FORMAT.						
	ALL ITEMS LISTED IN (I) THROUGH (XII) OF						
	THIS CLAUSE MUST BE INCLUDED IN THE						
	ELECTRONIC INVOICE. ELECTRONIC INVOICES						
	MUST BE ON COMPANY LETTERHEAD AND MUST						
	CONTAIN NO INK CHANGES AND BE LEGIBLE FOR						
	PRINTING.						
	QUESTIONS RELATING TO WHEN PAYMENT WILL BE						
	RECEIVED SHOULD BE DIRECTED TO THE FDA						
	PAYMENT OFFICE AT (214) 253-5276.						
	The total amount of award: \$11,970.00. The						
	obligation for this award is shown in box						
	17 (i).						

 $\geq$ 

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (46 CFR) 53-213(f)



# FEES FOR SERVICES SCHEDULE

Effective January 1, 2015

### FETAL CADAVEROUS SPECIMEN PROCUREMENT

SERVICE FEE

2nd trimester specimen (13 - 24 weeks) ......PER SPECIMEN \$
 1st trimester specimen (8 - 12 weeks) ......PER SPECIMEN \$

### **BLOOD SPECIMEN PROCUREMENT**

Maternal Peripheral	\$ <sup>(b) (4)</sup>
Adult PeripheralPER SPECIMEN	\$
Full Term Umbilical CordPER SPECIMEN	\$

### SPECIAL PROCESSING / PRESERVATION

Case Report Form (CRF) completion	PER CASE	\$
Specimen "cleaning"		\$
Special requests (evaluated individually)	PER SPECIMEN	\$
Snap freezing (LN2)	PER SPECIMEN	\$
Passive freezing (Dry ice) Foreign shipments Electronic Fund Transfer (EFT) (Fee varies by bank)	PER SHIPMENT	\$
Foreign shipments	PER SHIPMENT	\$ (0)(
Electronic Fund Transfer (EFT) (Fee varies by bank)	PER INVOICE	\$(D) (4

The following fees are subject to change, based upon increases imposed from outside labs and courier companies.

### INFECTIOUS DISEASE SCREENING (Testing performed on donor blood)

HIV, HBsAg	.\$ <sup>(b) (4)</sup>
Additional tests	CALL

**DELIVERY** (Research facility responsible for delivery fees and fuel surcharges.) (FedEx billed on research facility's account but reversed to ABR will incur a \$15 rebill fee)

Federal Express Domestic Priority Overnight	(b) (4)
Defederal Express Domestic First Overnight	
Federal Express Domestic Saturday Delivery	
Foreign and Other Courier Services	CALL
Fuel surcharge (Research facility responsible for additional fuel surcharge	) CALL

### Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date. Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.



# TISSUE ACQUISITION QUOTE

QUOTE NUMBER: 1562001-QT QUOTE DATE: 3/27/2015 CUSTOMER NO: 0620 TERMS: Net Due Upon Receipt P.O. NUMBER: Awaiting P.O.

### FDA-Dallas (b) (6)

for Kristina Howard Laboratory Services Silver Spring, MD 20993

والمراجع والمراجع والمراجع				NAME	FEE
					PEE
ocurement fee for	2nd Trimester Thymus	(d) (d)	4) ach sample	HOWARD	<sup>–</sup> (b) (4
rocurement fee for	2nd Trimester Liver		ach sample	HOWARD	() ( .
elivery via	FedEx First Overnight	@	ach delivery	HOWARD	
				Quote Total:	_ (b) (6
7	ocurement fee for	ocurement fee for 2nd Trimester Liver	ocurement fee for 2nd Trimester Liver @	ocurement fee for 2nd Trimester Liver @ ach sample	ocurement fee for 2nd Trimester Liver @ ach sample HOWARD

Awaiting request and scheduling of procurement.

516 Oak Street, Suite 303 / Alameda, California 94501 USA / Phn (510) 865-5872 / Fax (510) 865-4090 / email: abr@abr-inc.com

From:	(b) (6), (b) (4)	
Sent:	Friday, March 27, 2015 11:52 AM	
To:	(b) (6)	
Cc:	(b) (6), pabr-inc.com	
Subject:	#620 FDA-Howard Quote #1562001-QT	
Attachments:	20150327 620 FDA-Howard Quote #1562001-QT.pdf	

Per our phone conversation earlier today, please find attached the quote for the procurement of 14 Thymus samples, 14 Liver samples, and 14 deliveries via FedEx First Overnight. The total of this quote is (b) (4) and as discussed it does not include the  $\xi^{(b) (4)}$ EFT Fee since you've been paying via ACH and our current bank does not assess a fee for this service. Should the fees by these outside agencies change then we will have to adjust our quote in order to cover the charges. Our procurement fees are typically reviewed and adjusted at the end of each calendar year, but the ABR fees quoted will be honored through the fulfillment of the requisition.

Once established please forward your P.O. to my attention, either via email or fax to 510-865-4090.

Thank you, and have a nice weekend!





From: Sent: To: Subject: (b) (6), (b) (4) Tuesday, March 31, 2015 10:37 AM (b) (6) RE: Purchase Order - Human Fetal tissue

Thanks<sup>(b) (6)</sup> Have a nice day, (b) (6), (b) (4)

 From:
 (b) (6)
 @fda.hhs.gov]

 Sent: Tuesday, March 31, 2015 7:46 AM

 To:
 (b) (6), ₀abr-inc.com

 Subject: FW: Purchase Order - Human Fetal tissue

Subject: Purchase Order - Human Fetal tissue

Purchase Order # HHSF223201510130P Human fetal tissue as needed by FDA/CDER / Silver Spring, Maryland Laboratory

FDA2018-8273-000128

READ INSTRUCTIONS ON NEXT PAGE

Page 1 of 1

					PROCUREMENT REQUEST NO.			
	DN				1146712 HHSFZZZZOIS10130P			
(b) (6)	YMBOL OF PERSON	TO CONTACT			REQUISITION DATE 02/20/2015			
3. ORIGINATING OFFICE DATA	) (6)			pristing	2. TYPE OF REQUEST (Check one)			
4. ADDITIONAL INFORMATION (Suggested s		data, etc.)			B. CHANGE TO PENDING PR NO.			
ADVANCED BIOSCIENCE RES (b) (6), (b) (4)	OURCES INC 1 درمه		(6), (	b) (4)	C. MODIFICATION TO			
÷	68459				ORDER NO.			
) (	5. APPROVALS	00			6. CONSIGNEE AND DESTINATION WHITE OAK CAMPUS, BUILDING 64			
APPROVING OFFICIALS (A)	ROUTING SYMBOL	DATE (C)	INITIALS (0)	ROUTING ROUTING SYMBOL (E)	WHITE OAK CAMPUS, BUILDING 64			
(1) AUTHORIZED REQUISITIONER	(B)		(0)	STREET (C)	10903 New Hampshire Avenue			
(d) (d)	OAGS	02/20/2015			Building 64 Silver Spring MD 20993			
<sup>(2)</sup> (b) (6)	BUSTNESS G	02/23/2015						
	BODINEDD C			5.7	1 3.21 10 3.10			
(b) (6)	BUSINESS G	02/20/2015			7. DATE(S) REQUIRED 09/09/2015			
(b) (6)	HHS BUSINE	02/20/2015			8, GOVERNMENT FURNISHED PROPERTY			
		9, DESCRIPTION	OF ITEN	IS OR SERVICE				
ITEM NO. ITEM OR (A)	SERVICE (Include Specifi (B)	cations and Special Instru	ctions)	Q	UNIT         ESTIMATED COST           (C)         (D)         (E)         (P)			
1 Office of Clini Acquisition for		l Tissue			11,970.00 11,970.00 11,970.00 6,00 6,00 10 11,970.00 11,970.00 11,970.00 11,970.00 11,970.00 11,970.00			
10 ACCOUNTING DATA Accounting Info : 2015.	6PP9BGX.2651			4	(b) (6), (b) (4)			
		1205	5		(b) (6), $(b_{\text{FQA20}})_{8-8273-090129}$			

	Obained	via FOI/	۹ by ۵	Judicial	Watch,	Inc.
--	---------	----------	--------	----------	--------	------

AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	03/28/2018		o i noizo i no. ( <i>in applicable)</i>
	DDE DAP	7. ADMINISTERED BY (If other than Item 6)	CODE
DHHS/FDA/OAGS/DAP ATTN: 5630 Fishers Lane Rockville MD 20857			
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, county, State and ZIP Code)	9A AMENDMENT OF SOLICITATION NO.	
ADVANCED BIOSCIENCE RESOUR ADVANCED BIOSCIENCE RESOUR 516 OAK ST STE 303 ALAMEDA CA 945012958	CES INC 1417096	(x) 9B. DATED (SEE ITEM 11) 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDE HHSF223201510746P	R NO.
		10B. DATED (SEE ITEM 13)	
CODE 1417096	FACILITY CODE	09/08/2015	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS	
	required) N 280VRAB 0 MODIFICATION OF CONTRACTS/ORI		
B. THE ABOVE NUMBERED CONT appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEM	RACT/ORDER IS MODIFIED TO REFLE RTH IN ITEM 14, PURSUANT TO THE A ENT IS ENTERED INTO PURSUANT TO	CT THE ADMINISTRATIVE CHANGES (such as change WTHORITY OF FAR 43.103(b).	
D. OTHER (Specify type of modificat			
		nplete and excess funds de-obligate	2d.
IMPORTANT: Contractor Is not			
ax ID Number: 94-3110160 JNS Number: 786845982		including solicitation/contract subject matter where fea gate excess funds and close	
livery Location Code: WO5	2		
ITE OAK CAMPUS, BUILDING			
e Food and Drug Administr			
903 New Hampshire Avenue			
ilding 52			
lver Spring MD 20993 US			
ntinued			
cept as provided herein, all terms and conditions of	the document referenced in Item 9 A or	10A, as heretofore changed, remains unchanged and in	full force and effect.
A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFF	ICER (Type or print)
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	(U)	$(\mathbf{O})$
(Signature of person authorized to sign) N 7540-01-152-8070			STANDARD FORM 30 (REV. 10-83)
avious edition unusable		F	Prescribed by GSA FAR (48 CFR) 53.243

FDA2018-8273-000130

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED BY JUDICIAL Watch, Inc. HHSF223201510746P/0001

NAME OF OFFEROR OR CONTRACTOR

ADVANCED BIOSCIENCE RESOURCES INC 1417096

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	10000	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Payment:				42 42
	FDA PAYMENT SVCS				
	Attn: Vendor Payments, OFS FDA				
	3900 NCTR Road				
	Bldg. 50, Rm 620, HFT-324	1. A			
	Jefferson AR 72079-9501			10 1	
	Appr. Yr.: 2015 CAN: 6999CZJ Object Class: 2613		1		
	CenterTag: ECBERE00280VRAB				
	FOB: Destination				
	Change Item 1 to read as follows (amount shown is				
	the obligated amount):				
	the obligated amounty.	÷			
	2nd Trimester Thymus	(b)	(4)	(b) (4)	(b) (4
			L 1.		
			×*		
	Change Item 2 to read as follows (amount shown is				
	the obligated amount):				
	2nd Trimester Liver	(b) (4)		(b) (4)	(b) (4
		11.0			
				1	
	Change Item 3 to read as follows (amount shown is				
	the obligated amount):				
	HIV HBV HCV Testing	(b)	(4)	(b) (4)	(b) (4
				1.2	
	Change Item 4 to read as follows (amount shown is				
	the obligated amount):				
	Shipping Handling				(b) (4
	Shipping handling	5 V.			
		1			
		-			
	1 I I I I I I I I I I I I I I I I I I I				
		1			

		OI	RDENT	OR SU	PPLIES OR SER	/ICES				PAGE	OF PAGES		
IMPORTANT	: Mark al	packages and papers with	The second se	Sum and Arrest and	A REAL PROPERTY AND A REAL					1	6		
1. DATE OF O					6. SHIP TO:								
05/10/20	016					a. NAME OF CONSIGNEE							
3. ORDER NO.	8		4, REQL	JISITION/	REFERENCE NO.	FDA - CDER, Kristina Howard							
HHSF223	201610	197P	1165	086		FDA -	- CD	ER, Kristina	Howard				
5. ISSUING OFFICE (Address correspondence to) FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY				10903 Build	JS F 8 Ne ling	ood and Drug w Hampshire A	lvenue	ation					
SUITE 30 DALLAS '		04				¢ CITY Silv€	er S	pring		d. STATE MD	e. ZIP CODE 20993		
7. TO:			_			f. SHIP V	ΊA						
a NAME OF C ADVANCE		OR CIENCE RESOURCE	S INC	1417	096			8. TY	PE OF ORDER				
b. COMPANY N	NAME		_			X a PU	RCHA	SE	Ľ	b. DELIVER	Y		
c. STREET AD ADVANCEI	) BIOS	CIENCE RESOURCE	S INC			REFERE	NCE Y	OUR:	re	verse, this deli	ept for billing instructions on the erse, this delivery order is		
1310 OA	. 51 5	11 303				Please furnish the following on the terms subject to instruction the solution of the solution				his form and is the terms and			
d. CITY ALAMEDA				e. STATE CA	f. ZIP CODE 945012958	this order	and or	pecified on both sides of h the attached sheet, if elivery as indicated.	0.320	onditions of the ontract.	above-numbered		
		PROPRIATION DATA				10. REQU		NING OFFICE					
2016.6PE 11. BUSINESS		2522 CATION (Check appropriate L	box(es))			1	(5	) (6) (FD	(A)	12, F.O.B. PO	INT		
a SMALL	X	b. OTHER THAN SMALL	c.	DISADVA	NTAGED d. WO	DMEN-OWNE	D	e. HUBZone		origin-			
SERVICE	-DISABLEI	g. WOMEN-OWNE ELIGIBLE UNDEF				EDWOSB							
		13. PLACE OF			14. GOVERNMENT B/L	NO.					JNT TERMS		
a, INSPECTION b. ACCEPTANCE Destination Destination							ON OR BEFORE (Date) 05/15/2017		NET 30P				
	/				17. SCHEDULE (Se	1	1	r		1			
ITÉM NO. (a)		\$UPPLIE\$	OR SERVIO	CES		QUANTITY ORDERED (c)		UNIT PRICE (e)	AMOUI (f)	т	QUANTITY ACCEPTED (g)		
	DUNS QUOTE FDA-C	D Number: 94-3 Number: 786845 # 1662001-QT / DER POC; Kristin nued	FEE S	CHEDU		5							
	18. SHIP	PING POINT			19. GROSS SHIPPING	WEIGHT		20. INVOICE NO.			17(h) TOTAL (Cont.		
			-	2	1. MAIL INVOICE TO:						pages)		
	a, NAME	5							\$12,00	0.00			
SEE BILLING	10000	FOC	D & DI	RUG A	DMINISTRATION	1				<i>412,000.00</i>			
INSTRUCTIONS ON REVERSE	b. STREET ADDRESS (or P.O. Box) OFFAS SUITE 300 DALLAS TX 75204 C. CITY DALLAS								\$12,00	0.00	17(i) GRAN TOTA		
						d. STA		e. ZIP CODE	1-2,00	00000000			
10 UNITED	1			_		TX	7	75204 23 NAME (Typed)	1				
22. UNITED AMERIC	A BY (Sigi	The second se		(h)	) (6)			23 NAME (Typed) (b) (6) TITLE: CONTRACTING	and the second states of the second states of the	CER			
AUTHORIZED FO			_		(~)						ORM 347 (Rev. 2/2012)		
PREVIOUS EDIT	ION NOT US	ABLE		•							3SA/FAR 48 CFR 53 213(f)		

2018-8273--000132

# ORDER F SUPPLIES OR SERVICES SCH-JULE

PAGE NO 2

7- 2 E		QUANTITY ORDERED (c)		UNIT PRICE (0)	3201610197P AMOUNT (f)	QUANTITY
(a) 2 (a) 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	SUPPLIES/SERVICES (b) Admin Office: FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY	ORDERED		PRICE		
7 7 7 8 8	Admin Office: FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY				(0)	ACCEPTED
F 2 E	Admin Office: FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY	(0)	(0)	(0)	10	(g)
F Z E	FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY					(9)
2 E	4040 NORTH CENTRAL EXPRESSWAY					
2 E						
2 E	SUITTE 300					
2 E	2011L 000					
2 E	DALLAS TX 75204					
E	Appr. Yr.: 2016 CAN: 6PP2812 Object Class:					
	252Z CenterTag: P46656AA0031PAR					
	Period of Performance: 05/16/2016 to 05/15/2017					
	05/15/2017					
. E	Human Fetal Tissue	12	ΕA	(b) (4)	(b) (4)	
	2nd Trimester Specimen (Liver) 🖉 Age range			, , , , í		
	16-24 weeks					
	( See below for all required					
1	characteristics )					
dr.	Turney Table 1 ml	10		(b) (4)	(b)(4)	
	Human Fetal Tissue	12	EA	(b) (4)	(b) (4)	
	2nd Trimester Specimen (Thymus) , Age range 16-24 weeks					
	( See below for all required					
	characteristics )					
				$(\mathbf{b})$ $(4)$		
	HIV/ HepB/ HepC Blood Testing for all	12	EA	(b) (4)	(b) (4)	
	tissues procured and results provided when					
a	available.					
F	Federal Express Shipping ( Includes	12	EA	(b) (4)	(b) (4)	
	Saturday Delivery)				(~) ( .)	
С	Continued					
	DTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	5			\$12,000.00	

OPTIONAL FORM 348 (Rev 4/2006) Prescribed by GSA FAR (48 CFR) 53,213(I)

# ORDER F - SUPPLIES OR SERVICES SCH\_\_JULE CONTINUE Model Watch, Inc.

PAGE NO

TE OF ORDER	Mark all packages and papers with contract and/or order numbers.				ORDER NO.		
/10/2016	6				HHSF223201	510197P	
EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AM	OUNT	QUANTITY
(a)	(b)	(c)	(d)	(e)		(f)	(g)
(a) * F FC * * * * * * * * * * * * *	(b) PROVIDE HUMAN FETAL TISSUES WITH THE DLLOWING SPECIALIZED CHARACTERISTICS ** Age Range 16-24 Weeks ( 2nd Trimester ) Liver and Thymus Tissue from the same onor, Unless Liver only is requested. Tissue Must be Fresh and Never Frozen No Tissues where the mother is known to a positive for Hepatitis A, B, or C Viruses No Known Chromosomal Abnormalities Testing for HIV, Hepatitis B & C Will be ompleted on maternal blood for all tissues rocured and results provided when vailable. Advanced Bioscience Resources shall be otified of the need for tissue by e-mail r phone by Kristina Howard. Endor shall notify Kristina by e-mail as the availability of tissues assue may be requested approximately 2-3 mes per any given month. the e-mail for facement of request is; (6) (b) (6), (b) (4) or (b) (6), (b) (4) Supplier may change) DA-CDER POC Kristina Howard is the only erson authorized to place an order for etal tissue against this Award.	ORDERED (c)		PRICE			ACCEPTE
Th kr sh Kr ag am Kr Nu (H fo	<pre>(b) (6) may serve as a back-up to ristina , Phone # (301) 796-0075 ,</pre>				\$0.00		

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

# ORDER F SUPPLIES OR SERVICES SCH\_JULE - CONTINUE TOW Judicial Watch, Inc.

PAGE NO

4

TE OF ORD					ORDER N	0. 23201610197P	
/10/20	SUPPLIES/SERVICES	QUANTITY	LINUT	LINIT	HHSFZ/		
		ORDERED		UNIT		AMOUNT	QUANTITY
(a)	(b)	(c)	(d)	(0)		(f)	(g)
	Partial invoices may be submitted per						
	orders placed, Please to be sure to						
	reference this Award number on all shipping						
	and invoicing documents.						
	Pricing is based on the provided Quote #						
	1662001-OT And the "Fees For Services						
					- 1		1
	Schedule (effective 1/1/2016)						1
	Both documents are attached with the Award.			0			
	52.212-4 CONTRACT TERMS AND						
	CONDITIONS-COMMERCIAL ITEMS (OCT 2003)						
Î	RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:						
	THE SUPPLIES AND/OR SERVICES DELIVERED						1
18	HEREUNDER SHALL BE INSPECTED AND ACCEPTED						
2	AT DESTINATION BY THE CONTRACTING OFFICER?S						
15	REPRESENTATIVE (COR) SPECIFIED BELOW. IF						
2	THE SUPPLIES OR SERVICES ARE ACCEPTABLE,						
5	THE COR SHALL PROMPTLY FORWARD A REPORT OF						
1	INSPECTION AND ACCEPTANCE TO THE PAYING						
0	OFFICE. IF THE SUPPLIES OR SERVICES ARE						
I	NOT ACCEPTABLE, THE COR SHALL DOCUMENT THE						
ľ	NONCONFORMING ITEMS/SERVICES AND						
1	IMMEDIATELY NOTIFY THE CONTRACTING OFFICER.						
2	THE COR FOR THIS ORDER IS: Kristina Howard						
	(301) 796-5185						
F	POINTS OF CONTACT:						
c	QUESTIONS CONCERNING THE PRICING OR TERMS						
	OF THIS ORDER SHOULD BE DIRECTED TO: (b)(6)						
	(b) (6)						
	FDA INVOICE REQUIREMENTS:						
	THE CONTRACTOR SHALL SUBMIT INVOICES TO THE						
	ADDRESS DESIGNATED IN THE PURCHASE ORDER						
	(SEE BLOCK 21) TO RECEIVE INVOICES. TO						
	CONSTITUTE A PROPER INVOICE, THE INVOICE						
	MUST BE SUBMITTED ON COMPANY LETTERHEAD AND						
C	Continued						1
						\$0.00	

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53,213(/)

## ORDER F > SUPPLIES OR SERVICES SCH\_\_ULE DECONTINUE AMON Judicial Watch, Inc.

PAGE NO 5

TE OF ORD					ORDER NO. HHSF223201	610197P	
EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT		OUNT	QUANTIT
		ORDERED		PRICE			ACCEPTE
(a)		(6)	(a)	(e)		(1)	(9)
	(b) INCLUDE- (I) NAME AND ADDRESS OF THE CONTRACTOR; (II) INVOICE DATE AND INVOICE NUMBER; (III) PURCHASE ORDER NUMBER; (IV) DESCRIPTION, QUANTITY, UNIT OF MEASURE, UNIT PRICE AND EXTENDED PRICE SUPPLIES DELIVERED OR SERVICES PERFORMED; (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 (MUST BE THE SAME AS THAT IN THE PURCHASE ORDER OR IN A PROPER NOTICE OF ASSIGNMENT); (VIII) NAME, TITLE, AND PHONE NUMBER OF PERSON TO NOTIFY IN EVENT OF DEFECTIVE INVOICE; (IX) TAXPAYER IDENTIFICATION NUMBER (TIN). (X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING INFORMATION. (XI) NAME AND TELEPHONE NUMBER OF THE FDA PROJECT OFFICER REFERENCED ON THE PURCHASE ORDER; AND (XII) NAME AND TELEPHONE NUMBER OF THE FDA PROJECT OFFICER REFERENCED ON THE PURCHASE ORDER. AN ELECTRONIC INVOICE IS ACCEPTABLE IF SUBMITTED IN ADOBE ACROBAT (PDF) FORMAT. ALL ITEMS LISTED IN (I) THROUGH (XII) OF THIS CLAUSE MUST BE INCLUDED IN THE ELECTRONIC INVOICE SAND BE LEGIBLE FOR PRINTING. QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214) 253-5276. The total amount of award: \$12,000.00. The obligation for this award is shown in box Continued	(C)	(d)			(1)	(9)
TORIZED FOR	OTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	>			\$0.00	1	

# ORDER F > SUPPLIES OR SERVICES SCh. JULE DEONTHING Mon Judicial Watch, Inc.

PAGE NO

6

TE OF ORDE	Mark all packages and papers with contract and/or order numbers.			0000	B NO.	
5/10/201					RNO F223201610197P	
TEM NO.	SUPPLIES/SERVICES	QUANTITY	LINUZ	UNIT		0.000
		ORDERED	UNIT	PRIČE	AMOUNT	QUANTITY ACCEPTED (9)
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	TAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	$\geq$			\$0.00	

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE



# TISSUE ACQUISITION QUOTE

### QUOTE NUMBER: 1662001-QT

QUOTE DATE: 5/6/2016 CUSTOMER NO: 0620 TERMS: Net Due Upon Receipt P.O. NUMBER: Awaiting P.O.

### FDA-Dallas

(b) (6) for Kristina Howard Laboratory Services Silver Spring, MD 20993

QUANTITY	DESCRIF	TION	RESEARCHER NAME	FEE
12	2nd Trimester Thymus	@ <sup>(b) (4)</sup> ach sample	HOWARD	\$(b) (4
12	2nd Trimester Liver	@ each sample	HOWARD	\$
12	HIV/HB/HC Blood Testing	@ each test	HOWARD	\$
12	Delivery via FedEx Saturday Delivery	ach delivery	HOWARD	\$
			Quote Total:	(b) (4)

Please Forward P.O. to (b) (4), (b) (6) @abr-inc.com or fax to (510) 865-4090.

The Procurement Fees noted above are valid through 31DEC2016.

ADVANCED BIOSCIENCE RESOURCES, INC.

# FEES FOR SERVICES SCHEDULE

Effective January 1, 2016

## FETAL CADAVEROUS SPECIMEN PROCUREMENT

## SERVICE FEE

2nd trimester specimen (13 - 24 weeks)PER SPECIMEN	\$ <sup>(b) (4)</sup>
1st trimester specimen (8 - 12 weeks)PER SPECIMEN	\$

## BLOOD SPECIMEN PROCUREMENT

Maternal PeripheralPER SPECIMEN	\$(b) (4)
Adult PeripheralPER SPECIMEN	\$
Full Term Umbilical CordPER SPECIMEN	\$

# SPECIAL PROCESSING / PRESERVATION

Case Report Form (CRF) completion	PER CASE	\$ <sup>(b) (4)</sup>
Specimen "cleaning"		\$
Special requests (evaluated individually)	PER SPECIMEN	\$
Snap freezing (LN2)	PER SPECIMEN	\$
Passive freezing (Dry ice)	PER SHIPMENT	\$
Foreign shipments	PER SHIPMENT	\$ <sup>(b) (4)</sup>
Electronic Fund Transfer (EFT) (Fee varies by bank)	PER INVOICE \$	(b) (4)

The following fees are subject to change, based upon increases imposed from outside labs and courier companies.

### INFECTIOUS DISEASE SCREENING (Testing performed on donor blood)

HIV, HBsAg\$	b) (4)
Additional tests CA	LL

DELIVERY (Research facility responsible for delivery charges.)

(FedEx billed on research facility's account but reversed to ABR will incur a \$15 rebill fee)

Federal Express Priority Overnight\$	) (4)
Federal Express First Overnight\$	
Federal Express Saturday Delivery\$	
Other courier services CA	LL
Fuel surcharge (Research facility responsible for additional fuel surcharge) CA	LL

Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date. Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.

### Woods, Gary D

From: Sent: To: Subject: Attachments: (b) (6)

Tuesday, May 10, 2016 12:07 PM <sup>(\*) (\*) (\*)</sup>@abr-inc.com FW: QUOTE 1662001-QT / PURCHASE ORDER 1044\_001.pdf

Sent: Tuesday, May 10, 2016 10:20 AM Subject: QUOTE 1662001-QT / PURCHASE ORDER

HHSF223201610197P Period performance 5/16/2016 through 5/15/2017

Thanks,



REQUISITION NAME PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT (b) (6) ORIGINATING OFFICE DATA (b) (6) (FDA) ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)							PROCUREMENT REQUEST NO. 1165086 REQUISITION DATE 03/25/2016 2 TYPE OF REQUEST (Check one) A X NEW REQUEST B. CHANGE TO PENDING PR NO. HASP 223201610 1977																		
													be								CATION TO				
														(b) (6)						ORDER NO.					
													5. APPROVALS							6 CONSIGNEE AND DESTINATION WHITE OAK CAMPUS, BUILDING 64					
													APPROVING OFFICIALS (A)		DATE			ROUTING SYMBOL (E)							
AUTHORIZE	DREQUISITIONER							ew Hamps																	
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	(0)	DODINEDO (			4	8. GO	VERNN	IENT FURNISH	IED PROPER	RTY															
			9. DESCRIPTION				YES	XNO	(If 'yes," see par. 6	8 of instructions on next page.)															
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### Obained via FOIA by Judicial Watch, Inc.

			Page 2 of 2						
ITEM NO.	ITEM OR SERVICE (Include Specifications and Special Instructions)	QUANTITY	UNIT -	ESTIM	IATED COST				
(A)		(C)	(D)	(b) (4)					
4	HepB HepC testing (Includes additional HIV testing)	12	EA		(b) (4)				
	cesting,								
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FDA2018-8273-000142

		OF	RDER F		pained via FOIA by PPLIES OR SER		Vatch	, inc.			PAGE	OF PAGES
IMPORTANT	r: Mark all	packages and papers with	contract a	and/or or	der numbers.			1			1	17
1. DATE OF 0	RDER	2. CONTRACT NO. (If any)						- 2 12 42	6. SHIP TO	:		
07/13/2	017					a NAME	OFC	ONSIGNEE				
3. ORDER NO HHSF223		238P	4. REQU		EFERENCE NO.	WHITE	E OA	K CAMPUS, BUI	ILDING 66	j		
DHHS/FD ATTN: 5630 FI	A/OÁGS SHERS	(b) (6) LANE					JS E 3 Ne	ood and Drug W Hampshire A		rati	ion	
ROOM 21 ROCKVIL						c CITY Silve	er S	pring			d state MD	e. ZIP CODE 20993
7. TO: (b)	(6), (b	o) (4)				f. SHIP V	'IA	<u> </u>				
a. NAME OF C ADVANCE		R CIENCE RESOURCE:	S INC	14170	96	1		8. TY	PE OF ORDER			
b. COMPANY	NAME					X a. PU	JRCHA	SE		<b>b</b> .	DELIVERY	/
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1516 OAI	K ST S'	FE 303								subjec	t to instruct	ions contained on
d. CITY						and cond	itions s	he following on the terms specified on both sides of in the attached sheet, if		issued conditi	subject to t ons of the a	his form and is the terms and above-numbered
ALAMEDA				CA	f. ZIP CODE 945012958			eliverv as indicated.		contra	ct.	
9. ACCOUNTIN		PROPRIATION DATA				10. REQU		NING OFFICE	(A)			
- Contraction		ATION (Check appropriate bo	ox(es))							12.	F.O.B. POI	NT
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a INSPECTION Destinat		b. ACCEPTANCE Destinati	on		4. GOVERNMENT B/L	NO.		07/12/2018		10		NT TERMS
7				I	17. SCHEDULE (Se	e reverse for	Rejec	tions)		_		
ITEM NO. (a)		SUPPLIES O	R SERVIC	ES	18	QUANTITY ORDERED (c)		UNIT PRICE (e)	AMO			QUANTITY ACCEPTED (9)
	DUNS N Tissue POC: K Tel: 3 Email:		10160 82 r Huma									(9)
	18. SHIPP	ING POINT			19. GROSS SHIPPING V	WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont.
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SEE BILLING INSTRUCTIONS ON REVERSE	b. STREE (or P.O. B	<sup>ox)</sup> 1090 Bldg	)3 New 3 32,	Hamp Rm 21	ayments, OFS shire Avenue 62, Mail Hub	2145		la Ini			11.	17(i) GRANI TOTAL
	c CITY Sil	Silv	ver Sp	ring	MD 20993-000	2 d. STAT	TE	e ZIP CODE 20993-0002	\$15,8	40.0	00	
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AUTHORIZED FO				-								RM 347 (Rev. 2/2012)

PREVIOUS EDITION NOT USABLE

Prescribed by GSA/FAR 48 CFR 53.213(f

#### ORDER FOR SUPPLIES OR SERVICES Obained via FOIA by Judicial Watch, Inc. SCHEDULE - CONTINUATION

PAGE NO

ATE OF OR					DER NO.	
7/13/2	017			HH	SF223201710238P	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTIT
(a)	(b)	(c)	(d)	(e)	(f)	(9)
	Admin Office: DHHS/FDA/OAGS/DAP ATTN: (b) (6) 5630 Fishers Lane Rockville MD 20857 Appr. Yr.: 2017 CAN: 6PS2812 Object Class: 2 Period of Performance: 07/13/2017 to 07/12/2		ntei	Tag: B46038	3TT0080PAR	
		1.1				
	Liver	16	EA		(b) (4)	
	Thymus	16	EA		(b) (4)	
	Shipping	16	EA		(b) (4)	
	3					
	HIV HepB HepC testing	16	EA		(b) (4)	
	FDA Three-Way Match Invoicing Procedures					
	A. The contractor shall submit all invoices	to:				
	U.S. FOOD AND DRUG ADMINISTRATION Attn: Vendor Payments					
	Office of Financial Services 10903 New Hampshire Ave					
-	WO32 - Second Floor MAIL HUB 2145					
	Silver Spring, MD 20993-0002					
	Phone: 301-827-3742 Email: FDAVendorPaymentsTeam@fda.gov					
	*** Acceptable methods of delivery include:	E-mail	(p)	referred) a	nd Standard Mail.	i
	B. Invoices submitted under this contract mus forth in FAR Clauses 52.232-25 (Prompt Paymer Continued					с
-						
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	>			\$15,840.00	0

FDA2018-8273-000144

# ORDER FOR SUPPLIES OR SERVICES Obtained via FOIA by Judicial Watch, Inc. SCHEDULE - CONTINUATION

PAGE NO

3

/13/20	DER CONTRACT NO. D17			ORDEF	223201710238P	
TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT	AMOUNT	QUANTIT
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTE (g)
(-)	Funds Transfer ? System for Award Managemer		3.44			(8)
	specified herein. To constitute a proper i					
	company letterhead and include each of the				, so basini cou on	
	<ul><li>(i) Name and address of the contractor;</li></ul>		T.			
-	(ii) Invoice date and invoice number;					
	(iii) Contract/Order number (including a re	ference	to	anv base awa	rd for	
	Indefinite-Delivery/Indefinite-Quantity Con					
	(iv) Description, quantity, unit of measure					
	delivered or services performed, including:				The second se	
	(a) period of performance for which costs a		ned	8		
	(b) itemized travel costs, including origin			nation;		
	(c) any other supporting information necess				able expenditures;	
	(d) the contractor shall include the Contra					
	description, quantity, unit of measure, uni					
	delivered or services performed;					
	(v) Shipping number and date of shipment, i	ncluding	t th	e bill of la	ling number and	
	weight of shipment if shipped on government				1	
	(vi) Terms of any discount for prompt payme	nt offe:	red	(Prompt Payme	ent terms other	
	than (b) (4);					
	(vii) Name and address of official to whom	payment	is	to be sent (	nust be the same	
	as that in the purchase order/award, or in			and the second sec		
	(viii) Name, title, and phone number of per					
	invoice;			-		
	(ix) Taxpayer Identification Number (TIN);					
	(x) Electronic funds transfer (EFT) banking	informa	atio	n, including	routing transit	
	number of the financial institution receivi					
	(xi) Name and telephone number of the FDA C	ntract	ng	Officer Repr	esentative (COR)	
	or other Program Center/Office point of con	act, as	s re	ferenced on	he award;	
	(xii) For all Time-and-Materials and Labor-	bur Awa	ards	, Contractor	is required to	
	attach an invoice log addendum to each invo	ice whic	ch s	hall include	at a minimum,	
	the following information for contract admin	listrat	on	and reconcil	ation purposes:	
	(a) list of all invoices submitted to date to	nder th	ne s	ubject award	including the	
	following:					
- 1	(1) invoice number, amount, & date submitt	ed				
	(2) corresponding payment amount & date re	ceived				
	(b) total amount of all payments received to	date u	inde.	r the subject	contract or order	
	(c) and, for definitized contracts or orders	only,	tot	al estimated	amounts yet to be	
	invoiced for the current, active period of p					
	(xiii) Any other information or documentation	n requi	red	by the award		
	C. An electronic invoice is acceptable if su					
	All items listed in (i) through (xii) of the					
e	electronic invoice. Electronic invoices must	be on	com	pany letterhe	ad and must	
C	contain no ink changes and be legible for pr	inting			· · · ·	
	<ol> <li>Questions regarding invoice payments show</li> </ol>	ld be d	ire	cted to the <b>F</b>	DA Payment Office	
C	Continued					
					, *	
		5			\$0.00	

## ORDER FOR SUPPLIES OR SERVICES Obained via FOIA by Judicial Watch, Inc. SCHEDULE - CONTINUATION

PAGE NO

4

/13/20		F NO.				-				ORDER HHSF		171023	8P		2
EM NO. (a)		SUPPL	(b)			QUANTITY ORDERED (c)	UNIT	P	JNIT RICE (e)		,	MOUNT (f)			QUANT ACCEPT (g)
	at the ema	ail addr	ess or pl	none numbe	er provid	ed abov	e in	1 Sect	ion	A.					
	The total	amount	of award:	\$15.840	.00. The	obligat	on	for t	his	awa	rd is	shown	in b	ov	
	17(i).						T	101 0.		ana		biiowii	111 2	0 A	
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OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53.213(f)

## Statement of Work

The supplier will provide human fetal tissue with the following characteristics:

- Age range 16-24 weeks
- Liver and thymus tissue from the same donor unless liver only is requested.
- Tissue must be fresh and never frozen.
- No tissues where the mother is known to be positive for HIV or for Hepatitis A, B, or C viruses.
- No known chromosomal abnormalities.
- Testing for HIV, Hepatitis B & C will be completed on maternal blood for all tissues procured and results provided when available.

Timing of need for tissues affected by a variety of factors that cannot be specified in advance therefore; the supplier will be notified of the need for tissue by email or phone and will notify the investigator by email as to the availability of tissues. Tissue will be requested approximately two to three times per month.

## **Contract clauses**

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses.

## HHSAR Clauses Incorporated by Reference

352.211-3, PAPERWORK REDUCTION ACT (DEC 2015) 352.203-70, ANTI-LOBBYING (DEC 2015) 352.222-70, CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS (DEC 2015) 352.223-70, SAFETY AND HEALTH (DEC 2015) 352.224-70, PRIVACY ACT (DEC 2015) 352.227-70, PUBLICATIONS AND PUBLICITY (DEC 2015) 352.237-75 KEY PERSONNEL (DEC 2015)

## FAR Clauses Incorporated by Reference

52.204-16, Commercial and Government Entity Code Reporting
52.204-18, Commercial and Government Entity Code Maintenance
52.212-4 Contract Terms and Conditions—Commercial Items
52.232-39 Unenforceability of Unauthorized Obligations
52.232-40, Providing Accelerated Payments to Small Business Subcontractors

## FAR Clauses Full Text

## 52.204-21 Basic Safeguarding of Covered Contractor Information Systems

As prescribed in 4.1903, insert the following clause:

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause-

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of provision)

# 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

As prescribed in 9.104-7(d), insert the following provision:

## REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is  $\Box$  is not  $\Box$  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is  $\square$  is not  $\square$  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) <u>52.233-3</u>, Protest After Award (AUG 1996) (<u>31 U.S.C. 3553</u>).

(4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_(2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C. 3509</u>)).

\_\_\_(3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_(4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).

\_\_\_(5) [Reserved].

\_\_\_(6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 $X_{8} = X_{8} = X_{10}$ , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_(9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_(10) [Reserved].

\_\_\_(11)(i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15 U.S.C.</u> 657a).

\_\_ (ii) Alternate I (Nov 2011) of <u>52.219-3</u>.

\_\_\_(12)(i) <u>52.219-4</u>, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (<u>15 U.S.C. 657a</u>).

\_\_\_(ii) Alternate I (JAN 2011) of <u>52.219-4</u>.

(13) [Reserved]

(14)(i) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 644</u>).

\_\_ (ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

\_\_\_(15)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>).

\_\_\_(ii) Alternate I (Oct 1995) of <u>52.219-7</u>.

\_\_(iii) Alternate II (Mar 2004) of <u>52.219-7</u>.

(16) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u> and (3)).

(17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Jan 2017) (<u>15 U.S.C. 637(d)(4)</u>).

\_\_ (ii) Alternate I (Nov 2016) of <u>52.219-9</u>.

\_\_ (iii) Alternate II (Nov 2016) of <u>52.219-9</u>.

\_\_\_(iv) Alternate III (Nov 2016) of <u>52.219-9</u>.

\_\_\_(v) Alternate IV (Nov 2016) of <u>52.219-9</u>.

(18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r)</u>).

\_\_\_(19) <u>52.219-14</u>, Limitations on Subcontracting (Jan 2017) (<u>15 U.S.C. 637(a)(14)</u>).

\_\_\_(20) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C. 637(d)(4)(F)(i)</u>).

\_\_\_(21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

(22) <u>52.219-28</u>, Post Award Small Business Program Rerepresentation (Jul 2013) (<u>15 U.S.C.</u> 632(a)(2)).

\_\_\_(23) <u>52.219-29</u>, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (<u>15 U.S.C. 637(m</u>)).

\_\_\_(24) <u>52.219-30</u>, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

\_X\_(25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).

 $X_{2}(26) \underline{52.222-19}$ , Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

\_X\_ (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).

X (28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).

\_X\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

\_X\_(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_(32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O. 13627).

(ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).

(34) <u>52.222-54</u>, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u>.)

\_\_\_(35) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_\_(36) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_(38) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_(39) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_(40)(i) <u>52.223-13</u>, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of <u>52.223-13</u>.

\_\_\_(41)(i) <u>52.223-14</u>, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_(42) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (DEC 2007) (<u>42 U.S.C. 8259b</u>).

\_\_\_(43)(i) <u>52.223-16</u>, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of <u>52.223-16</u>.

\_X\_(44) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_(45) <u>52.223-20</u>, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_(46) <u>52.223-21</u>, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_(47)(i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_(ii) Alternate I (JAN 2017) of 52.224-3.

\_X\_ (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_(49)(i) <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (<u>41 U.S.C.</u> <u>chapter 83</u>, <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_(ii) Alternate I (May 2014) of <u>52.225-3</u>.

\_\_ (iii) Alternate II (May 2014) of <u>52.225-3</u>.

\_\_ (iv) Alternate III (May 2014) of <u>52.225-3</u>.

\_\_\_(50) <u>52.225-5</u>, Trade Agreements (OCT 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note).

 $X_{(51)} = X_{(51)} = X_{(51)}$ 

\_\_\_\_(52) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C.</u> <u>2302 Note</u>).

\_\_\_ (53) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>).

\_\_\_(54) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42</u> U.S.C. 5150).

\_\_\_(55) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).

\_\_\_(56) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C.</u> 2307(f)).

X\_(57) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).

\_\_\_(58) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).

\_\_\_(59) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).

\_\_\_ (60) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).

(61) <u>52.242-5</u>, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_(62)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46</u> U.S.C. Appx. 1241(b) and <u>10 U.S.C. 2631</u>).

(ii) Alternate I (Apr 2003) of <u>52.247-64</u>.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_(1) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).

\_\_\_(3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and <u>41</u> U.S.C. chapter 67).

\_\_\_\_(4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).

\_\_\_(5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).

\_\_\_\_(6) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (<u>41 U.S.C. chapter</u> <u>67</u>).

\_\_\_(7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).

(8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_(9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_(10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>).

(11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) ( $15 \cup S.C. 637(d)(2)$  and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause <u>52.222-17</u>.

(v) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)

(vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) (<u>38 U.S.C. 4212</u>)

(x) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter</u> <u>67</u>).

(xiv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C.</u> <u>2302 Note</u>).

(xxii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.

(xxiii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46</u> <u>U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### (End of clause)

Alternate I (Feb 2000). As prescribed in  $\underline{12.301}(b)(4)(i)$ , delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Jan 2017). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>).

(B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).

(F) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) \_\_\_(1) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).

(2) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).

(K) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).

(L) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).

(M) <u>52.222-54</u>, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) <u>52.222-59</u> Compliance with Labor Laws (Executive Order 13673) (OCT 2016).

**Note to paragraph (e)(1)(ii)(O):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(Q) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(R)(1)52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(2)Alternate I (JAN 2017) of 52.224-3.

(S) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(T) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (<u>42</u> U.S.C. <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.

(U) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46</u> <u>U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

## Place of Performance and Work Hours

Normal workdays are Monday through Friday except US Federal Holidays. Delivery hours are 10AM-4PM, Monday-Friday.

## **Point of Contact:**

Contact: Kristina Howard Phone: 301-796-5185 E-mail: Kristina Howard U.S. Food and Drug Administration White Oak Campus 10903 New Hampshire Avenue Building 66 Silver Spring, MD 20993

## **Delivery:**

Timing of need for tissues affected by a variety of factors that cannot be specified in advance therefore; the supplier will be notified of the need for tissue by email or phone and will notify the investigator by email as to the availability of tissues. Tissue will be requested approximately two to three times per month.

## Period of Performance:

Twelve months from the date of award of the contract; on or around 7/13/2017 - 7/13/2018

## **Contract Administration**

## Representatives

The following COR will represent the Government for the purpose of this order: (b) (6)

The COR is responsible for the following as required by this order: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluations; (4) performing technical inspections and acceptances; and (5) assisting in the resolution of technical problems encountered during performance.

#### Obained via FOIA by Judicial Watch, Inc.

### HHSF223201710238P

The Contracting Officer is the <u>only person with authority to act as an agent of the Government under this</u> <u>order</u>. Only the Contracting Officer has authority to: direct or negotiate any changes in the order, including modifying or extending the period of performance, changing the delivery schedule, authorizing reimbursement to the Contractor for any costs incurred during the performance of this order, or otherwise change any terms and conditions of this order.

## The contact information for the Contracting Officer is the following: (b) (6)

U.S. Food and Drug Administration Office of Acquisitions and Grants Services 5630 Fishers Lane Rockville, MD 20857 (b) (6) <u>Ofda.hhs.gov</u> (b) (6)

## The contact information for the Contract Specialist is the following:

(b) (6) U.S. Food and Drug Administration Office of Acquisitions and Grants Services 5630 Fishers Lane Rockville, MD 20857 (b) (6) @fda.hhs.gov;

(6)(b)

		OR	DER FO	OR SU	PPLIES OR SERV	ICES					PAGE (	OF PAGES	
IMPORTANT:	Mark all	packages and papers with o	contract a	nd/or or	bained via FOIA by	Judicial W	atch,	Inc.			1		4
1. DATE OF OR		2. CONTRACT NO. (If any)							6. SHIP TO:				
07/25/20	18					a. NAME	OF CC	ONSIGNEE					
3. ORDER NO. HHSF2232	01810	184P	4. REQUI 12011		EFERENCE NO.	WHITE	OA	K CAMPUS, BUI	ILDING 66				
DHHS/FDA ATTN: 5630 FIS	/0ÅGS (b) ( некъ	6) LANE					S Fo Net	ood and Drug w Hampshire <i>P</i>		rat	tion		
ROOM 212 ROCKVILL						c.CITY Silve	r S	pring			d. STATE MD	e. ZIP CO 20993	DE
7. TO: (b) (6), (b)	(4)					f. SH P VI	A					1	
a. NAME OF CO ADVANCED		R CIENCE RESOURCES	5 INC	14170	)96			8. TY	PE OF ORDER				
b. COMPANY NA	AME					X a. PU	RCHA	SE			b. DELIVERY	,	
c. STREET ADD ADVANCED 1516 OAK	BIOS	CIENCE RESOURCES	S INC			REFERE	NCE Y	OUR:		reve	ept for billing in erse, this delive	ery order is	
	DI D							ne following on the terms pecified on both sides of		this : issue	ject to instructi side only of th led subject to t ditions of the a	iis form and the terms ar	is nd
d. CITY ALAMEDA			•	e. STATE CA	f. Z P CODE 945012958			n the attached sheet, if elivery as indicated.		cont	tract.		
		PROPRIATION DATA				10. REQU	<i></i>		27.)				
2018.6CS		COZZ CATION (Check appropriate bo	ox(es))			_	(b)	(6) <u>(</u> FI	JA)	1	2. F.O B. POI	NT	
a. SMALL		b. OTHER THAN SMALL		DISADVAI	NTAGED d. WO	MEN-OWNED	D	e. HUBZone		D	estinat	ion	
f. SERVICE-I	DISABI ED					DWOSB							
		13. PLACE OF			14. GOVERNMENT B/L N	Ю.		15. DELIVER TO F.O B	. Point	╧	16. DISCOU	NT TERMS	
a. INSPECTION Destinat		b. ACCEPTANCE Destinati						ON OR BEFORE (Da 07/25/2019	te)				
				I	17. SCHEDULE (Se	e reverse for	Rejec	tions)		_			
ITEM NO. (a)		SUPPLIES C	DR SERVIC	ÆS		QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)		DUNT	r	ACC	ANTITY EPTED (g)
	DUNS 1 The Fl Perio Obliga Total		10160 982 5 a pu e: 07/ 900.0	rchas 26/20 0	18-07/25/2019	Humaniz				.,			(9)
	18. SHIP	PING POINT			19. GROSS SHIPPING	WEIGHT		20. INVOICE NO.					17(h) TOTAL (Cont.
				2	1. MAIL INVOICE TO:			1					pages)
	a. NAME	FDA	PAYM	ENT S	VCS				\$15,9	900	.00		
SEE BILLING INSTRUCTIONS			n: Ver	ndor 1	Payments, OFS	FDA							
ON REVERSE	(or P.O. I	105			pshire Avenue								17(i) GRAND
			-		162, Mail Hub MD 20993-000								TOTAL
	c. CITY	_		, ,	110 20000 000	d. STA	TE	e. Z P CODE	\$15 <b>,</b> 9	)00	.00		
22. UNITED S	1	lver Spring	/ L		\ / (	2 \		20993-0002 23. NAME (Typed)					
	ABY (Sign			J	) ((				6) Grundlik ing OF	FICE	ĒR		
AUTHORIZED FO				-						(	OPTIONAL FO Prescribed by G		
		-		V					FDA20	18-1	8273-00016		

FDA2018-8273-000160

## ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION**

PAGE NO 2

 Qbaine	d via FOIA by Ju	udicial Watch, Inc.

DATE OF ORE		all packages and papers with contract and/or order numbers.			OR	DER NO.	
07/25/20	018					SF223201810184P	
ITEM NO.	Τ	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY
(a)		(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)
	FDA	Three-Way Match Invoicing Procedures					
	Α.	The contractor shall submit all invoice	s to:				
	U.S	. FOOD AND DRUG ADMINISTRATION					
	Div: 1090 WO32 MAII Silv 301-	n: Vendor Payments ision of Payment Services 03 New Hampshire Ave 2 - Second Floor L HUB 2145 ver Spring, MD 20993-0002 -827-3742 VendorPaymentsTeam@fda.hhs.gov					
(	*** Prov	Acceptable methods of delivery include: vide a copy marked courtesy to the COR. T i), (b) (4) Ofda.hhs.gov.			oreferred) (b)(6)	and Standard Mail.	
	Fund spec comp (i)	Invoices submitted under this contract the th in FAR Clauses 52.232-25 (Prompt Payme ds Transfer - System for Award Management cified herein. To constitute a proper in pany letterhead and include each of the f Name and address of the contractor;	nt) and/ ) and/ voice,	d 52 or c the	.232-33 (P ther appli	ayment by Electron cable FAR clauses	
	(ii:	) Invoice date and invoice number; i) Contract/Order number (including a ref efinite-Delivery/Indefinite-Quantity Cont			-		
	(iv) del: (a) (b) (c) (d) quai	Description, quantity, unit of measure, ivered or services performed, including: period of performance for which costs ar itemized travel costs, including origin any other supporting information necessa the contractor shall include the award i ntity, unit of measure, unit price, and e vices performed;	unit y e clain and dea ry to o tem num	prio ned; stir clai nbei	e, and ext ation; ify questi for each	ended price suppli onable expenditure description,	es
		Shipping number and date of shipment, in ght of shipment if shipped on government				lading number and	
		i) Terms of any discount for prompt payme tinued	nt off(	erec	l (Prompt P	ayment terms other	
		CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))				\$0.00	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H)) AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

## **ORDER FOR SUPPLIES OR SERVICES**

SCHEDULE - CONTINUATION Obained via FOIA by Judicial Watch, Inc.

DATE OF ORE	Mark all packages and papers with contract and/or order numbers.     CONTRACT NO.			ORDER	R NO.	
07/25/20	018				223201810184P	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b) (b) (b) (b) (b)	(c)	(d)	(e)	(f)	(g)
	(vii) Name and address of official to whom as that in the purchase order/award, or in					
	(viii) Name, title, and phone number of per invoice;	son to :	not:	fy in event	of defective	
	(ix) Taxpayer Identification Number (TIN);					
	(x) banking routing transit number of the f for Electronic funds transfer (EFT);	inancia	i iı	stitution re	ceiving payment	
	(xi) Name and telephone number of the FDA C or other Program Center/Office point of con					
	(xii) For all Inspections, Time-and-Materia required to attach an invoice log addendum minimum, the following information for cont purposes:	to each	in	oice which s	hall include, at	a
	<pre>(a) list of all invoices submitted to date following:</pre>	under ti	he :	ubject award	including the	
	<ul> <li>(1) invoice number, amount, &amp; date submitted</li> <li>(2) corresponding payment amount &amp; date red</li> <li>(b) total amount of all payments received ted</li> <li>(c) and, for definitized contracts or order</li> <li>invoiced for the current, active period of</li> </ul>	eceived o date s only,	unde tot	al estimated		
	(xiii) Any other information or documentati	on requ	re	l by the awar	d.	
	C. An electronic invoice is acceptable if All items listed in (i) through (xiii) of t electronic invoice. Electronic invoices mus contain no ink changes and be legible for p	his cla t be on	use cor	must be incl	uded in the	
	D. Questions regarding invoice payments shand Information Center (ERIC) Helpdesk at 3 866-807-ERIC (3742); or, by email at ERIC@f options and follow the phone prompts to dia service that's needed. All ERIC Service No resolved within 48 hours (2 business days) please be sure to include the contract numb as well as your name, phone number, and a d	01-827- da.hhs. l the og w Ticke of bein er, inv	gov ptic g re g re	(3742) or t Refer to t In that corre ill either b ceived. Wh number and	oll-free he Call-in menu sponds to the e responded to on en emailing, date of invoice,	
	Continued					
					\$0.00	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H)) AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 4

MPORTANT		all packages and papers with contract and/or order numbers.	Judicial VV	atcn,	Inc.			
07/25/20		CONTRACT NO.				ORDER N	NO. 23201810184P	
ITEM NO.	10	SUPPLIES/SERVICES	QUANTITY		UNIT		AMOUNT	QUANTITY
			ORDERED		PRICE			ACCEPTED
(a)	∆dm	(b) in Office:	(c)	(d)	(e)		(f)	(g)
	App	DHHS/FDA/OAGS/DCGM ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857 r. Yr.: 2018 CAN: 6CS2804 Object Class: 2 iod of Performance: 07/26/2018 to 07/25/2		itei	:Tag: B38	517s <b>s</b>	0030PAR	
	1) 2) Qty 3)	anized Mice: 2nd Trimester Liver (16-24 weeks), Qty-15 2nd Trimester Thymus (16-24 weeks), -15 HIV/HB/HC Blood Testing, Qty 15 pping \$160 each delivery, Qty 15					15,900.00	
	The 17(	total amount of award: \$15,900.00. The o i).	bligat:	.on	for this	; awar	d is shown in bo	X
		CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))	>			1	\$15,900.00	

## Transaction J. Detail, Inc. DHHSPUR

Date/Time Printed: 05/15/2019 02:46:52 PM

Orientation: Landscape

			Purchase				Debit	Credit	
Tran ID	Tran Date	Post Date	Method	Merchant	City, State	MCC	Amount	Amount	Tax Tran Type
(b) (6)	*****	**** <mark>(b) (4)</mark>							
153301208	08/28/2015	08/31/2015	Unknown	ADVANCED BIOSCIENCE RESOU	800-6832289, CA	8999	(b) (4	\$0.00	\$0.00 Purchase
Totals for	(b) (6)	OC)			Total Transac	tions 1		\$0.00	\$0.00
(b) (	6)	******	*(b) (4)						
129840285	06/25/2014	06/27/2014	Unknown	ADVANCED BIOSCIENCE RESOU	800-6832289, CA	8999		\$0.00	\$0.00 Purchase
133648628	08/29/2014	09/01/2014	Unknown	ADVANCED BIOSCIENCE RESOU	800-6832289, CA	8999		\$0.00	\$0.00 Purchase
134859219	09/17/2014	09/19/2014	Unknown	ADVANCED BIOSCIENCE RESOU	800-6832289, CA	8999		\$0.00	\$0.00 Purchase
147319260	05/22/2015	05/25/2015	Unknown	ADVANCED BIOSCIENCE RESOU	800-6832289, CA	8999		\$0.00	\$0.00 Purchase
Totals for	(b) (6)	(Cl	DER)		Total Transac	tions 4		\$0.00	\$0.00
(b) (6)	*****	**** <mark>(b) (4)</mark>							
153201714	08/28/2015	08/31/2015	Unknown	ADVANCED BIOSCIENCE RESOU	800-6832289, CA	8999		\$0.00	\$0.00 Purchase
Totals for	(b) (6)	(CBER)			Total Transac	tions 1		\$0.00	\$0.00
(b) (6)	*****	* * * * * * <mark>(b) (4)</mark>							
186380777	04/07/2017	04/10/2017	Unknown	ADVANCED BIOSCIENCE RESOU	ALAMEDA, CA	8999		\$0.00	\$0.00 Purchase
Totals for	(b) (6)	(CBER)			Total Transac	tions 1		\$0.00	\$0.00
Grand Totals					Total Transac		\$17,830.00	\$0.00	\$0.00

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Page 1 of 1

11:29 AM

1

09/17/18

Accrual Basis

## ADVANCED BIOSCIENCE RESOURCES, INC. Customer Open Balance January through December 2015

Type	Date	Num	P. O. #	Due Date	Open Balance	Amount
Food and Drug	Administration					
0620 FDA (H	oward)					(b) (4)
Invoice	02/12/2015	1029912	HHSF223201400732P (ACH)	02/12/2015		()
Invoice	06/05/2015	1030461	HHSF223201400732P (ACH)	06/05/2015		
Invoice	06/19/2015	1030513	HHSF223201400732P (ACH)	06/19/2015		
Invoice	07/16/2015	1030621	HHSF223201400732P (ACH)	07/16/2015		
Invoice	09/10/2015	1030852	HHSF223201400732P (ACH)	09/10/2015		
Invoice	09/17/2015	1030869	HHSF223201400732P (ACH)	09/17/2015		
Invoice	10/01/2015	1030921	HHSF223201400732P (ACH)	10/01/2015		
Invoice	10/22/2015	1031024	HHSF223201400732P (ACH)	10/22/2015		
Invoice	10/30/2015	1031060	HHSF223201400732P (ACH)	10/30/2015		_
Total 0620 FI	DA (Howard)				0.00	
Fotal Food and I	Drug Administration				0.00	_
TAL					0.00	