

From: No-Reply@amrdec.army.mil
To: [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 (<https://safe.amrdec.army.mil/safe/>) 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.

NOTICE: This e-mail message is intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender

immediately.

Thank you.

(b) (6)

From: (b) (6), (b) (4) <@abr-inc.com>
Sent: Monday, June 26, 2017 7:10 PM
To: (b) (6)
Cc: (b) (6), (b) (4)
Subject: Re: FW: HHSF223201510746P Advanced Bioscience Resources, Inc. CONTRACTOR CERTIFICATION OF CONTRACT CLOSEOUT

Hello (b) (6)

(b) (6), (b) (4) has asked me to reply to your inquiry. I confirm there are no outstanding invoices or (b) (6), (b) (4) P.O. #HHSF223201510746P, and it is my understanding that there are no pending requests for tissue procurements on this P.O. at this time.

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

----- Forwarded message -----

From: (b) (6) <

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

Date: Mon, Jun 26, 2017 at 7:19 AM

Subject: FW: HHSF223201510746P Advanced Bioscience Resources, Inc. CONTRACTOR CERTIFICATION OF CONTRACT CLOSEOUT

To: (b) (6), (b) (4) <@abr-inc.com>
(b)

Good Morning,

Just a quick follow up to my previous emails. Please complete Contractor Certification below and respond by July 10, 2017.

(b) (6)

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

(b) (6)



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

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

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 de-obligated 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): (b) (6)

Vendor: Advanced Bioscience Resources, Inx.

Project Title: Human Tissue

Contract Value: \$24,500.0
\$15,090.00

Remaining Funds:

Contractor - Please complete the following:

DELIVERIES

_____ **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:

Purchase Order Headers						
Number	Release	Rev	Description	Amount	Matched Amount	Approval Status
F231510746P		0	IGF::OT::IGF Human Ti	24500.00	9410.00	Approved

Standard Invoice: 1032701 (Total USD 980.00)**Export**

Currency: USD

General

Invoice Date: 24-Sep-2016
 Status: Approved
 On Hold:
 Batch:
 Attachments: [View](#)
 Supplier: ADVANCED BIOSCIENCE RESOURCES INC 1417096
 Supplier Site: 76645462
 Address: ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303
 1516 OAK ST STE 303
 ALAMEDA, CA 945012958

Amount Summary

Item: 980.00
 Freight: 0.00
 Miscellaneous: 0.00
 Tax: 0.00 
 Prepayment: 0.00
 Retainage: 0.00
 Withholding Tax: 0.00
 Total: 980.00

Payment Information

Paid: 980.00
 Discount Taken: 0.00
 Due: 0.00
 Status: Paid
 Payment Date: 25-OCT-2016
 Payment: [23000062865](#)
 Term: NET 30P

(b) (6)

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

1516 Oak Street, #303
 Alameda, CA 94501 U.S.A.
 PH: **(b) (4)**
 Fax: 510-583-4050
 Email:

(b) (6), [@abr-inc.com](#)
(b) (4)

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.

FDA

(b) (6)

for Kristina Howard

OAGS, FDA

(b) (6)

QUANTITY	DESCRIPTION	RESEARCHER NAME	FEES
16	2nd Trimester Liver (16-24 weeks)	HOWARD	(b) (4)
16	2nd Trimester Thymus (16-24 weeks)	HOWARD	(b) (4)
16	HIV/HB/Hc Blood Testing	HOWARD	(b) (4)
16	Delivery via FedEx Saturday Delivery	HOWARD	(b) (4)

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

The Procurement Fees noted above are valid through 31DEC2017.

From: (b) (6), (b) (6)
To: (b) (6), (b) (6)
Cc: (b) (6), (b) (6) [Perrin Larton](#)
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) (4) you,

----- Forwarded message -----

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

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)



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: Wednesday, June 28, 2017 9:52 AM
To: 'pvlarton@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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--

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



1516 Oak Street, #303
Alameda, CA 94501 U.S.A.

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

Fax: 510-865-4090

Ema (b) (6) @abr-inc.com

**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)

QUANTITY	DESCRIPTION	RESEARCHER NAME
16	2nd Trimester Liver (16-24 weeks) @ (b) (4) each sample	HOWARD (b) (4)
16	2nd Trimester Thymus (16-24 weeks) @ (b) (4) each sample	HOWARD
16	HIV/HB/Hc Blood Testing @ (b) (4) each test	HOWARD
16	Delivery via FedEx First Overnight Delivery @ (b) (4) each 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) (6), (b) (4) or-inc.com or fax to (510) 865-4090.

The Procurement Fees noted above are valid through 31DEC2017.

From: (b) (6), (b) (4)
To: (b) (6)
Cc: (b) (6), (b) (4) 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 (b) (4) which now reflects all deliveries via (b) (4) service. I understand that should the researcher request procurement of samples on Fridays or 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.

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

On Thu, Jul 6, 2017 at 6:13 AM (b) (6) <[@fda.hhs.gov](mailto:(b) (6)@fda.hhs.gov)> wrote:

Good morning (b) (6),
(b) (4)

I do have your 2017 Schedule and appreciate your thoughts on the (b) (4) and testing, thank you. My question regarding the pricing for the testing is due to the only listing on your Fees for Services Schedule is for HIV, HBsAg testing at (b) (4). There is no listing for HIV/HB/Hc testing so I have nothing to compare it to. Also, the (b) (4) delivery charges do present an issue. By charging the highest cost for all possible deliveries, it is more expensive than the budget allows. Because a Saturday delivery is not contemplated for all (b) (4) deliveries, an adjustment looks possible. A small adjustment in the costs would be greatly appreciated in order to meet our budget constraints.

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)



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) <[redacted]@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:

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)

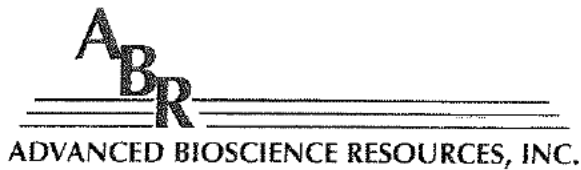
Contract Specialist

OAGS, FDA

Phone: (b) (6)



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TISSUE ACQUISITION QUOTE

Revision #2

QUOTE NUMBER: 1762001-QT

QUOTE DATE: 7/12/2017

CUSTOMER NO: 0620

TERMS: Net Due Upon Receipt

P.O. NUMBER: Awaiting P.O.

FDA

(b) (6)

for Kristina Howard

OAGS, FDA

(b) (6)

QUANTITY	DESCRIPTION	RESEARCHER NAME	FEES
16	2nd Trimester Liver (16-24 weeks) @ (b) (4) each sample	HOWARD	(b) (4)
16	2nd Trimester Thymus (16-24 weeks) @ each sample	HOWARD	
16	HIV/HB/Hc Blood Testing @ each test	HOWARD	
16	Delivery via FedEx First Overnight or Saturday Service @ each 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); [Perrin Venosta-Larton](#); [Perrin Larton](#)
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 \$(b) (4) each per your instructions. I'll be on the lookout for your resulting P.O.

Thank you,

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

On Tue, Jul 11, 2017 at 11:54 AM, (b) (6) <[@fda.hhs.gov](mailto:(b) (6)@fda.hhs.gov)> wrote:

Good afternoon,

I am suggesting

1.) **quote** 16 deliveries at \$(b) (4) each (\$ (b) (4) and **invoice** all deliveries at (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)



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From: (b) (6)
Sent: Tuesday, July 11, 2017 9:55 AM
To: (b) (4), (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 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: (b) (4), (b) (6) [redacted]@abr-inc.com]
Sent: Friday, July 07, 2017 2:44 PM
To: (b) (6) [redacted]
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) [redacted]

On Fri, Jul 7, 2017 at 11:02 AM, (b) (6) [redacted]@fda.hhs.gov> wrote:

Good afternoon (b) (4), (b) (6) [redacted],

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 \$(b) (4) and that should be sufficient for any deliveries required. If this is acceptable, please amend your quote and re-submit. Thank you

very much.

Best regards,

(b) (6)

Contract Specialist

OAGS, FDA

Phone: (b) (6)



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From: (b) (4), (b) (6) [redacted]@abr-inc.com]
Sent: Thursday, July 06, 2017 7:45 PM
To: (b) (6) [redacted]
Cc: (b) (4), (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) [redacted] which now reflects all deliveries via (b) (4) [redacted]. I understand that should the researcher request procurement or 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.

Thank you,

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

On Thu, Jul 6, 2017 at 6:13 AM, (b) (6) <[@fda.hhs.gov](mailto:(b) (6)@fda.hhs.gov)> wrote:

Good morning (b) (4), (b) (6)

I do have your 2017 Schedule and appreciate your thoughts on the (b) (4) and testing, thank you. My question regarding the pricing for the testing is due to the only listing on your Fees for Services Schedule is for HIV, HBsAg testing at (b) (4). There is no listing for HIV/HB/HC testing so I have nothing to compare it to. Also, the (b) (4) delivery charges do present an issue. By charging the highest cost for all possible deliveries, it is more expensive than the budget allows. Because a Saturday delivery is not contemplated for all 16 deliveries, an adjustment looks possible. A small adjustment in the costs would be greatly appreciated in order to meet our budget constraints.

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) [redacted]@abr-inc.com]
Sent: Wednesday, July 05, 2017 4:37 PM
To: (b) (6) [redacted]
Cc: (b) (4), (b) (6) [redacted]; 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 testing, and what is the allowable budget? We have been able to maintain the \$ (b) (4) fee for HIV/HB/Hc testing for quite some time. Perhaps were you referring to an old Fees For Services Schedule?

(b) (4) [redacted] 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) [redacted], 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) [redacted] 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) [redacted]

On Wed, Jul 5, 2017 at 12:24 PM, (b) (6) [redacted]@fda.hhs.gov> 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) [redacted]@abr-inc.com]
Sent: Wednesday, July 05, 2017 12:33 PM
To: (b) (6) [redacted]
Cc: (b) (4), (b) (6); Perrin Larton
Subject: Re: FW: FDA RFQ - 620 FDA-Howard Quote #1762001-QT

Good Morning (b) (6)

(b) (4), (b) (6) [redacted] 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)" <[REDACTED]@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:

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)

[REDACTED]

[REDACTED]

[REDACTED]

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: 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) (6)
To: (b) (6)
Cc: [Howard, Kristina](#); (b) (6), (b) (6) [AwardsCDER](#) (b) (6), (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) u,

On Fri, Jul 14, 2017 at 7:02 AM, (b) (6) <[@fda.hhs.gov](mailto:(b) (6)@fda.hhs.gov)> 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: [301-796-5185](tel:301-796-5185)

Email: Kristina.Howard@fda.hhs.gov

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

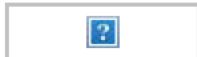
Phone: (b) (6)



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--

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



1516 Oak Street, #303
Alameda, CA 94501 U.S.A.
PH: (b) (4)
Fax: 510-865-4090
Email: (b) abr-inc.com

FEES FOR SERVICES SCHEDULE

Effective January 1, 2017

FETAL CADAVEROUS SPECIMEN PROCUREMENT

SERVICE FEE

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

(b) (4)

BLOOD SPECIMEN PROCUREMENT

Maternal PeripheralPER SPECIMEN
Adult PeripheralPER SPECIMEN
Full Term Umbilical CordPER SPECIMEN

SPECIAL PROCESSING / PRESERVATION

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

(b) (4)

(b) (4)

(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
Additional tests CALL

(b) (4)

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
Federal Express First Overnight
Federal Express Saturday Delivery
Other courier services CALL
Fuel surcharge (Research facility responsible for additional fuel surcharge)..... CALL

(b) (4)

\$

\$

CALL

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.

From: (b) (6), (b) (6)
To: (b) (6), (b) (6)
Cc: (b) (6), (b) (6); [Perrin 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) (6), (b) (6)
(4)

On Tue, Jul 18, 2017 at 5:01 AM, (b) (6) <[@fda.hhs.gov](mailto:(b) (6)@fda.hhs.gov)> wrote:

Good morning,

Please see my message below. 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.

From: (b) (6)
Sent: Friday, July 14, 2017 9:34 AM
To: (b) (6), (b) (4)
C Perrin 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,

(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.

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 questions, please forward them to my attention.

Thank you,

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



1516 Oak Street, #303
Alameda, CA 94501 U.S.A.
Phn: (b) (4), (b) (6)
Fax: 510-865-4090
Email: (b) (4), (b) (6)@abr-inc.com

----- Original Message -----

Subject: HHSF223201400732P -- ADVANCED BIOSCIENCE RESOURCES INC --
Closeout Document - CDER

Date: 2018-09-14 13:01

From: (b) (6) <(b) (6)@fda.hhs.gov>

To: "PVLARTON@ABR-INC.COM" <PVLARTON@ABR-INC.COM>

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

Your speedy response will be greatly appreciated.

Regards - (b) (6)

(b) (6)

_Contract Closeout Specialist _

Office of Operations, Office of Finance Budget & Acquisitions

Office of Acquisitions and Grants Services, HFA-500

U.S. Food and Drug Administration

Tel: (b) (6)

(b) (6) [@fda.hhs.gov](mailto:(b) (6)@fda.hhs.gov)

[1]

Links:

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

September 24, 2018

(b) (4), (b) (6) and/or (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),

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 will not 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

TRANSMISSION VERIFICATION REPORT

TIME : 09/24/2018 15:09
NAME : U.S. FDA/NCTR
FAX : 8705437990
TEL :
SER.# : BROF0J174252

DATE, TIME	09/24 15:09
FAX NO./NAME	85108654090
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

September 24, 2018

(b) (4), (b) (6) and/or (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.

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

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

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



1516 Oak Street, #303
Alameda, CA 94501 U.S.A.
Phn: (b) (4), (b) (6)
Fax: 510-865-4090
Email: (b) (4), (b) (6)@abr-inc.com

On Tue, Oct 2, 2018 at 12:25 PM, (b) (6) <(b) (6)@fda.hhs.gov> wrote:

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Contract via FOIA by Judicial Watch, Inc.

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

0001

3. EFFECTIVE DATE

10/03/2018

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

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/OAGS/DCGM

ATTN: (b) (6)

5630 FISHERS LANE

ROOM 2129, HFA-500

ROCKVILLE MD 20857

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADVANCED BIOSCIENCE RESOURCES INC 1417096

Attn: (b) (4), (b) (6)

ADVANCED BIOSCIENCE RESOURCES INC

1516 OAK ST STE 303

ALAMEDA CA 945012958

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

HHSF223201810184P

10B. DATED (SEE ITEM 13)

07/25/2018

CODE 1417096

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not 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 methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNT NG AND APPROPRIATION DATA (If required)

2018.6CS2804.252Z.B38517SS0030PAR

Net Decrease:

-\$11,660.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.213-4(f) Termination for the Government's Convenience

E. IMPORTANT Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 94-3110160

DUNS Number: 786845982

In accordance with the Termination for Convenience Letter issued on 9/24/2018, this modification formally terminates the purchase order. Additionally, the modification will de-obligate the remaining amount of funding from the purchase order \$11,660.00. Finally, no billing shall be accepted for any work that occurred after 9/24/2018.

Delivery: 07/25/2019

Delivery Location Code: WO66

WHITE OAK CAMPUS, BUILDING 66

The US Food and Drug Administration

10903 New Hampshire Avenue

Continued ...

Except 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.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

10/11/2018

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 201.18-6273-000033

REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
HHSF223201810184P/0041 Obtained via FOIA by Judicial Watch, Inc.	2	2

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (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 CenterTag: B38517SS0030PAR FOB: Destination Period of Performance: 07/26/2018 to 07/25/2019 Change Item 1 to read as follows (amount shown is the obligated amount): Humanized Mice: 1) 2nd Trimester Liver (16-24 weeks), Qty-15 2) 2nd Trimester Thymus (16-24 weeks), Qty-15 3) HIV/HB/Hc Blood Testing, Qty 15 Shipping (b) (4) each delivery, Qty 15				-11,660.00

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

(b) (6)
Contract Specialist

*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: (b) (4), (b) (6) @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,

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



1516 Oak Street, #303
Alameda, CA 94501 U.S.A.
Phn: (b) (4), (b) (6)
Fax: 510-865-4090
Email: (b) (4), (b) (6) @abr-inc.com

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	04/01/2013		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
DHHS/FDA/OAGS/DCSC	DCSC	DHHS/FDA/OAGS/DCSC	DCSC

ATTN:
5630 FISHERS LANE
ROOM 2129, HFA-500
ROCKVILLE MD 20857

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
ADVANCED BIOSCIENCE RESOURCES INC 1417096		
Attn: (b) (4), (b) (6)		9B. DATED (SEE ITEM 11)
ADVANCED BIOSCIENCE RESOURCES INC		
1516 OAK ST STE 303		10A. MODIFICATION OF CONTRACT/ORDER NO.
ALAMEDA CA 945012958	x	HHSF223201211452P
		10B. DATED (SEE ITEM 13)
CODE 1417096		09/19/2012
FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not 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 methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 94-3110160

DUNS Number: 786845982

This Purchase Order is being modified to reflect delivery schedule.

Oct 10, 2012-liver/thymus and delivery charges (b) (4)

Oct 16, 2012-liver/thymus and delivery charges (b) (4)

Oct 24, 2012-liver/thymus and delivery charges (b) (4)

Nov 13, 2012-liver/thymus and delivery charges (b) (4)

Mar 21, 2013-liver thymus and delivery charges (b) (4)

Mar 28, 2013-liver/thymus and delivery charges (b) (4)

Apr 11, 2013-liver/thymus and delivery charges (b) (4)

Apr 25, 2013-liver/thymus and delivery charges (b) (4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b) (6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Electronically Signed 04/01/2013	
(Signature of Contracting Officer)	

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ADVANCED BIOSCIENCE RESOURCES INC 1417096

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (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 ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).</p> <p>(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:</p> <p>[Contracting Officer check as appropriate.]</p> <p>___ (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).</p> <p>___ (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)).</p> <p>___ (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.)</p> <p>___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).</p> <p>___ (5) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (Jul 2010) (Pub. L. 111-5).</p> <p>___ (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).</p> <p>___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).</p> <p>___ (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 ...</p>				

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	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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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>U.S.C. 637(d) (4) (F) (i)).</p> <p>___ (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).</p> <p>___ (ii) Alternate I (June 2003) of 52.219-23.</p> <p>___ (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).</p> <p>___ (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).</p> <p>___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).</p> <p>___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a) (2)).</p> <p>___ (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)).</p> <p>___ (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)).</p> <p>___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p>___ (27) 52.222-19, Child Labor?Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).</p> <p>___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p>___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</p> <p>___ (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.)</p> <p>___ (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.)</p> <p>___ (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.)</p> <p>___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p>___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).</p> <p>___ (ii) Alternate I (Dec 2007) of 52.223-16.</p> <p>___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).</p> <p>___ (39) 52.225-1, Buy American Act?Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p>___ (40) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Mar 2012) (41 Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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).</p> <p>___ (ii) Alternate I (Mar 2012) of 52.225-3.</p> <p>___ (iii) Alternate II (Mar 2012) of 52.225-3.</p> <p>___ (iv) Alternate III (Mar 2012) of 52.225-3.</p> <p>___ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p>___ (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).</p> <p>___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (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)).</p> <p>___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p><u>X</u> (47) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).</p> <p>___ (48) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).</p> <p>___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).</p> <p>___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>___ (51)(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).</p> <p>___ (ii) Alternate I (Apr 2003) of 52.247-64.</p> <p>(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:</p> <p>[Contracting Officer check as appropriate.</p> <p>___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).</p> <p>___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(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.</p> <p>(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 to this contract.</p> <p>(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.</p> <p>(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.</p> <p>(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?</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(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)).</p> <p>(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.</p> <p>(iii) [Reserved]</p> <p>(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(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.</p> <p>(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).</p> <p>(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.).</p> <p>(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.).</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).</p> <p>(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.</p> <p>(xiv) 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.</p> <p>(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.</p> <p>(End of clause)</p> <p>52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (APR 2012)</p> <p>RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:</p> <p>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.</p> <p>THE COR FOR THIS ORDER IS: (b) (6)</p> <p>(b) (6)</p> <p>POINTS OF CONTACT: (b) (6)</p> <p>QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b) (6)</p> <p>(b) (6)</p> <p>FDA INVOICE REQUIREMENTS:</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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-</p> <p>(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) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE ORDER.</p> <p>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.</p> <p>QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214)253-5200.</p>				

Price Schedule

CLIN	DESCRIPTION	QTY	Unit Price	PRICE
0001	2 nd Trimester Liver (16-24 weeks)	15	(b) (4)	
	2 nd Trimester Thymus (16-24 weeks)	15		
	HIV/HB/Hc Blood Testing	15		
	Shipping	15		
	Total Cost			\$15,900.00

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: Kristina.Howard@fda.hhs.gov
 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: (b) (4), (b) (6)@abr-inc.com
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:

<http://www.hhs.gov/policies/hhsar/>.

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: <http://farsite.hill.af.mil/VFHHSARA.HTM>.

<u>HHSAR Clause</u>	<u>Description</u>	<u>Date</u>
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	Insurance--Liability 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) 52.203-15, 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).

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).

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) [Reserved]

(11) (i) 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) (i) 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) (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) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 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)).

X (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) 52.219-27, 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) 52.219-29, 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) (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) (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) (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 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.
- 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) Alternate II (May 2014) of 52.225-3. (iv)

Alternate 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) 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).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

(51) 52.232-34, 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).

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 14

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

1. DATE OF ORDER 09/19/2012		2. CONTRACT NO. (if any)		6. SHIP TO: a. NAME OF CONSIGNEE WHITE OAK CAMPUS, BUILDING 64	
3. ORDER NO. HHSF223201211452P		4. REQUISITION/REFERENCE NO. 1108971			
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCSC ATTN: 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857				b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 64	
				c. CITY Silver Spring	d. STATE MD
				e. ZIP CODE 20993	

7. TO: (b) (4), (b) (6)		f. SHIP VIA	
a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096		8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
b. COMPANY NAME		REFERENCE YOUR:	
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ALAMEDA	e. STATE CA	f. ZIP CODE 945012958	

9. ACCOUNTING AND APPROPRIATION DATA 2012.6993354.252Z.D48095AA274NNBD		10. REQUISITIONING OFFICE (b) (6) (FDA)	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB		12. F.O.B. POINT Destination	

13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/18/2013		16. DISCOUNT TERMS NET 30P	
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17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 94-3110160 DUNS Number: 786845982					
	Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME FOOD & DRUG ADMINISTRATION						
b. STREET ADDRESS (or P.O. Box) OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204						
c. CITY DALLAS		d. STATE TX		e. ZIP CODE 75204		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)		Electronically Signed 09/19/2012		23. NAME (Typed) (b) (6) TITLE: CONTRACTING/ORDERING OFFICER	
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ORDER FOR SUPPLIES OR SERVICES

Obained via FOIA by Judicial Watch, Inc.

PAGE NO

SCHEDULE - CONTINUATION

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

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

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

\$12,000.00

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FDA2018-8273-000058

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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3

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p>[Contracting Officer check as appropriate.]</p> <p>___ (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).</p> <p>___ (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)).</p> <p>___ (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.)</p> <p>___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).</p> <p>___ (5) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (Jul 2010) (Pub. L. 111-5).</p> <p>___ (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).</p> <p>___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).</p> <p>___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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4

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Corporations (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).</p> <p>___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).</p> <p>___ (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).</p> <p>___ (11) [Reserved]</p> <p>___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).</p> <p>___ (ii) Alternate I (Nov 2011).</p> <p>___ (iii) Alternate II (Nov 2011).</p> <p>___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).</p> <p>___ (ii) Alternate I (Oct 1995) of 52.219-7.</p> <p>___ (iii) Alternate II (Mar 2004) of 52.219-7.</p> <p>_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).</p> <p>___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).</p> <p>___ (ii) Alternate I (Oct 2001) of 52.219-9.</p> <p>___ (iii) Alternate II (Oct 2001) of Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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5

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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 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)). Continued ...					

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ORDER FOR SUPPLIES OR SERVICES

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PAGE NO

SCHEDULE - CONTINUATION

6

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DATE OF ORDER
09/19/2012

CONTRACT NO.

ORDER NO.

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>___ (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)).</p> <p>___ (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)).</p> <p>___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p>___ (27) 52.222-19, Child Labor?Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).</p> <p>___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p>___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</p> <p>___ (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.)</p> <p>___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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.)</p> <p>___ (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.)</p> <p>___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p>___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).</p> <p>___ (ii) Alternate I (Dec 2007) of 52.223-16.</p> <p>___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).</p> <p>___ (39) 52.225-1, Buy American Act?Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p>___ (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. L. 112-41).</p> <p>___ (ii) Alternate I (Mar 2012) of 52.225-3.</p> <p>___ (iii) Alternate II (Mar 2012) of 52.225-3.</p> <p>___ (iv) Alternate III (Mar 2012) of 52.225-3.</p> <p>Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>___ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p>___ (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).</p> <p>___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (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)).</p> <p>___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p><u>X</u> (47) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).</p> <p>___ (48) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).</p> <p>___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).</p> <p>___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p>___ (51)(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).</p> <p>Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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DATE OF ORDER

CONTRACT NO.

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09/19/2012

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>___ (ii) Alternate I (Apr 2003) of 52.247-64.</p> <p>(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:</p> <p>[Contracting Officer check as appropriate.</p> <p>___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (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.).</p> <p>___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).</p> <p>Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

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DATE OF ORDER

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).</p> <p>(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.</p> <p>(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 to this contract.</p> <p>(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.</p> <p>(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 Continued ...</p>					

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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.</p> <p>(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?</p> <p>(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)).</p> <p>(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.</p> <p>(iii) [Reserved]</p> <p>(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

PAGE NO

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

DATE OF ORDER

CONTRACT NO.

09/19/2012

ORDER NO.

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).</p> <p>(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.).</p> <p>(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.).</p> <p>(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).</p> <p>(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.</p> <p>(xiv) 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.</p> <p>(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.</p> <p>Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

13

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/19/2012

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(End of clause)</p> <p>52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (APR 2012)</p> <p>RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:</p> <p>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.</p> <p>THE COR FOR THIS ORDER IS: (b) (6) (b) (6)</p> <p>POINTS OF CONTACT: (b) (6) (b) (6)</p> <p>QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b) (6) (b) (6)</p> <p>FDA INVOICE REQUIREMENTS:</p> <p>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-</p> <p>(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, Continued ...</p>					

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ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

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

DATE OF ORDER
09/19/2012

CONTRACT NO.

ORDER NO.

HHSF223201211452P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>INCLUDING THE BILL OF LADING NUMBER AND WEIGHT OF SHIPMENT IF SHIPPED ON GOVERNMENT BILL OF LADING;</p> <p>(VI) TERMS OF ANY DISCOUNT FOR PROMPT PAYMENT OFFERED;</p> <p>(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);</p> <p>(VIII) NAME, TITLE, AND PHONE NUMBER OF PERSON TO NOTIFY IN EVENT OF DEFECTIVE INVOICE;</p> <p>(IX) TAXPAYER IDENTIFICATION NUMBER (TIN).</p> <p>(X) ELECTRONIC FUNDS TRANSFER (EFT) BANKING INFORMATION.</p> <p>(XI) NAME AND TELEPHONE NUMBER OF THE FDA PROJECT OFFICER REFERENCED ON THE PURCHASE ORDER; AND</p> <p>(XII) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE ORDER.</p> <p>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.</p> <p>QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214)253-5200.</p> <p>The total amount of award: \$12,000.00. The obligation for this award is shown in box 17(i).</p>					

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FDA2018-8273-000070

<h1>REQUISITION</h1>				PROCUREMENT REQUEST NO. 1108971	
1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT (b) (6)				REQUISITION DATE 07/27/2012	
3. ORIGINATING OFFICE DATA (b) (6) FDA				2. TYPE OF REQUEST (Check one) A. <input checked="" type="checkbox"/> NEW REQUEST B. <input type="checkbox"/> CHANGE TO PENDING PR NO. _____ C. <input type="checkbox"/> MODIFICATION TO CONTRACT OR ORDER NO. _____	
4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)					
5. APPROVALS				6. CONSIGNEE AND DESTINATION	
APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING		WHITE OAK CAMPUS, BUILDING 64 The US Food and Drug Administration 10903 New Hampshire Avenue Building 64 Silver Spring MD 20993
			INITIALS (D)	ROUTING SYMBOL (E)	
(1) AUTHORIZED REQUISITIONER (b) (6)	BUSINESS G	07/27/2012			
(2) (b) (6)	BUSINESS G	07/27/2012			
(3) (b) (6)	BUSINESS G	07/27/2012			
(4)					7. DATE(S) REQUIRED 08/15/2012
				8. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "yes," see par. 8 of instructions on next page.)	
9. DESCRIPTION OF ITEMS OR SERVICES					
ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT (E)	AMOUNT (F)
1	Tissue procurement for Humanized Mice Appr. Yr.: 2012 CAN: 6993354 Object Class: 252Z CenterTag: D48095AA274NNBD FOB: Destination Tissue procurement for Humanized Mice	1	EA	12,000.00	12,000.00
				TOTAL ESTIMATED COST \$12,000.00	
10. ACCOUNTING DATA Accounting Info : 2012.6993354.252Z					

**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 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

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

	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 Start Date	Period of Performance End Date
Option 1	9/16/13	9/15/14
Option 2	9/16/14	9/15/15
Option 3	9/16/15	9/15/16
Option 4	9/16/16	9/15/17

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

	Project Officer	COTR
--	-----------------	------

Staff Manual Guide 2610.7, Section 5.

Effective Date: 06/01/2009

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

Staff Manual Guide 2610.7, Section 5.

Effective Date: 06/01/2009

Contact: Ms. Perrin Larton CTBS
Procurement Manager
pvlarton@abr-inc.com

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.

Staff Manual Guide 2610.7, Section 5.

Effective Date: 06/01/2009

- ☐ **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) issues per shipment = \$ (b) (4) plus (b) (4) shipping = \$ (b) (4) per shipment. A total of (b) (4) shipments = \$ (b) (4)

5.E. – Requisition Package Part V: Attachments

+++++ End of file +++++

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

1. DATE OF ORDER 08/16/2013		2. CONTRACT NO. (if any)		6. SHIP TO: a. NAME OF CONSIGNEE WHITE OAK CAMPUS, BUILDING 64	
3. ORDER NO. HHSF223201300736P		4. REQUISITION/REFERENCE NO. 1123042			
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2121, HFA-500 ROCKVILLE MD 20857				b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 64	
				c. CITY Silver Spring	d. STATE MD
				e. ZIP CODE 20993	
7. TO: (b) (4), (b) (6)				f. SHIP VIA	
a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR	
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ALAMEDA		e. STATE CA	f. ZIP CODE 945012958		
9. ACCOUNTING AND APPROPRIATION DATA 2013.6993354.252Z				10. REQUISITIONING OFFICE (b) (6) FDA	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone					
<input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/2013	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS NET 30P	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 94-3110160 DUNS Number: 786845982 Tissue Procurement for Humanized Mice Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME FOOD & DRUG ADMINISTRATION		\$10,100.00				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204		\$10,100.00				
c. CITY DALLAS		d. STATE TX	e. ZIP CODE 75204			

22. UNITED STATES OF AMERICA BY (Signature) Electronically Signed 08/16/2013

23. NAME (Typed)
(b) (6)
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

Obained via FOIA by Judicial Watch, Inc.

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/16/2013

HHSF223201300736P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	<p>Admin Office: DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM (b) (6) ROCKVILLE MD 20857</p> <p>Appr. Yr.: 2013 CAN: 6993354 Object Class: 252Z CenterTag: D48077AA274NNBD</p> <p>Tissue Procurement for Humanized Mice</p> <p>DELIVERY SCHEDULE EVERY OTHER WEDNESDAY, FIRST AND THIRD WEEK IN EACH MONTH FROM SEPT 2013 THRU DECEMBER 2013 VENDOR WILL 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 \$10100.00 CONTRACTOR SHALL CONTACT KRISTINA.HOWARD@FDA.HHS.GOV PRIOR TO EACH SHIPMENT</p> <p>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.</p> <p>THE COR FOR THIS ORDER IS: (b) (6) (b) (6)</p> <p>ALTERNATE POINT OF CONTACT: (b) (6) (b) (6)</p> <p>Continued ...</p>	1	EA	10,100.00	10,100.00	

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

\$10,100.00

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OPTIONAL FORM 348 (Rev. 4/2006)

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

FDA2018-8273-000078

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

Obained via FOIA by Judicial Watch, Inc.

3

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/16/2013

HHSF223201300736P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b) (6)</p> <p>(b) (6)</p> <p>FDA INVOICE REQUIREMENTS:</p> <p>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-</p> <p>(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) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE ORDER.</p> <p>AN ELECTRONIC INVOICE IS ACCEPTABLE IF SUBMITTED IN ADOBE ACROBAT (PDF) FORMAT. ALL ITEMS LISTED IN (I) THROUGH (XII) OF Continued ...</p>					

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

\$0.00

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

FDA2018-8273-000079

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

4

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/16/2013

HHSF223201300736P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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.</p> <p>QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214)253-5200.</p> <p>The total amount of award: \$10,100.00. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)

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

FDA2018-8273-000080

REQUISITION

PROCUREMENT REQUEST NO.

1123042

REQUISITION DATE

07/22/2013

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT

(b) (6)

3. ORIGINATING OFFICE DATA

(b) (6)

(FDA)

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

2. TYPE OF REQUEST (Check one)

A. ☒ NEW REQUESTB. ☐ CHANGE TO
PENDING PR NO. _____C. ☐ MODIFICATION TO
CONTRACT OR
ORDER NO. _____

5. APPROVALS

APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING	
			INITIALS (D)	ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER				
(b) (6)	BUSINESS G	07/22/2013		
(2)				
(b) (6)	BUSINESS G	07/22/2013		
(3)				
(b) (6)	BUSINESS G	07/22/2013		
(4)				

6. CONSIGNEE AND DESTINATION

WHITE OAK CAMPUS, BUILDING 64
The US Food and Drug Administration
10903 New Hampshire Avenue
Building 64
Silver Spring MD 20993

7. DATE(S) REQUIRED

08/05/2013

8. GOVERNMENT FURNISHED PROPERTY

☐ YES☒ NO

(If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT (E)	AMOUNT (F)
1	Tissue Procurement for Humanized Mice Appr. Yr.: 2013 CAN: 6993354 Object Class: 252Z CenterTag: D48077AA274NNBD Tissue Procurement for Humanized Mice	1	EA	10,100.00	10,100.00
				TOTAL ESTIMATED COST \$10,100.00	

10. ACCOUNTING DATA

Accounting Info : 2013.6993354.252Z

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 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	Period of Performance 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
--	-----------------	------

Staff Manual Guide 2610.7, Section 5.

Effective Date: 06/01/2009

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

Staff Manual Guide 2610.7, Section 5.

Effective Date: 06/01/2009

Contact: Ms. Perrin Larton CTBS
Procurement Manager
pvlarton@abr-inc.com

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.**

IRB exemption was approved in 2012.

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

Staff Manual Guide 2610.7, Section 5.

Effective Date: 06/01/2009

☐ 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 (b) (4) shipments = \$10,010.00.

5.E. – Requisition Package Part V: Attachments

+++++ End of file +++++

(b) (6)

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

Hi (b) (6)

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:

Procurement fee for acquisition of one 2 nd Trimester Thymus	(b) (4)
Procurement fee for acquisition of one 2 nd Trimester Liver	(b) (4)
FedEx First Overnight Delivery	(b) (4)
EFT/Wire Transfer Fee	(b) (4)
Total procurement fee for one set of samples	(b) (4)

Based upon your anticipated needs for (b) (4) procurements per month, the estimated cost for August through December 2013 would then be (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

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

(b) (4)

BLOOD SAMPLE PROCUREMENT

Maternal PeripheralPER SPECIMEN
Adult PeripheralPER SPECIMEN
Full Term Umbilical CordPER SPECIMEN

(b) (4)

SPECIAL PROCESSING/PRESERVATION

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

(b) (4)

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

INFECTIOUS DISEASE SCREENING

HIV, HBsAg
Additional tests CALL

(b) (4)

DELIVERY

(Applicant responsible for delivery charges.)

(FedEx billed on Researcher's account but reversed to ABR will incur a \$ (b) (4) Rebill Fee)

Federal Express Priority Overnight
Federal Express First Overnight
Federal Express Saturday Delivery
Other courier services CALL
Fuel Surcharge (Courier charge passed along to Researchers) CALL

(b) (4)

Our Terms: Net Due Upon Receipt

(b) (6)

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

(b) (6)

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

Your speedy response will be greatly appreciated.

Best,

(b) (6)

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

(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: (b) (6)
Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818
Importance: 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: 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: (b) (6)
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: IDIQ 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.

(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: 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: (b) (6)
Cc: (b) (6)
Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818

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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: (b) (6)
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

Invoices					
PO Number	F231300736P	Vendor	ADVANCED BIOSCIENCE RES	Vendor Number	1417096
Currency	USD	PO Total	10100.00	Matched Total	9855.00

Invoices	Invoice Date	Amount		
		Invoiced	Remaining	Matched
1029818	29-JAN-2015	(b) (4)	(b) (4)	(b) (4)
1028881	10-JUL-2014		0.00	
1028738	12-JUN-2014		0.00	
1028716	05-JUN-2014		0.00	
1028682	29-MAY-2014		0.00	

Batch Name	
Last Paid Date	
On Hold	Yes
Check Number	
Release	
PO Line	1
PO Shipment	10001

Thanks

(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: (b) (6)
Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818
Importance: High

(b) (6)

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

(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.

Thank you,

(b) (6)

From: (b) (6)
Sent: Friday, April 17, 2015 4:19 PM
To: 'ahr@ahr-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: (b) (6)
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					
PO Number	F231300736P	Vendor	ADVANCED BIOSCIENCE RES	Vendor Number	1417096
Currency	USD	PO Total	10100.00	Matched Total	9855.00

Invoices	Invoice Date	Invoiced	Remaining	Matched
1029818	29-JAN-2015	(b) (4)	(b) (4)	(b) (4)
1028881	10-JUL-2014		0.00	
1028738	12-JUN-2014		0.00	
1028716	05-JUN-2014		0.00	
1028682	29-MAY-2014		0.00	

Batch Name	
Last Paid Date	
On Hold	Yes
Check Number	
Release	
PO Line	1
PO Shipment	10001

Thanks,
(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: (b) (6)
Subject: FW: IDIQ Purchases for payment Advanced Bioscience Resources 1029818
Importance: High

(b) (6)

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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.

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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: (b) (6)

Cc:

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

(b) (6)

From: (b) (6)
Sent: Friday, April 03, 2015 11:48 AM
To: Howard, Kristina
Subject: 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 (b) (6)

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

(b) (6)

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

Your speedy response will be greatly appreciated.

Best,

(b) (6)

(Contractor)

Office of Acquisitions and Grants Services

Food and Drug Administration

(b) (6)

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

(b) (6)

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

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☐ 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.

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

(b) (6)

From: (b) (6)
Sent: Wednesday, January 28, 2015 11:55 AM
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 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)

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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.

Your speedy response will be greatly appreciated.

Best,

(b) (6)

(Contractor)

Office of Acquisitions and Grants Services

Food and Drug Administration

(b) (6)

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

Abstract of Quotes

Vendor Name	Advanced Bioscience Resources								
DUNS Number	786845982								
Phone Number	(510) 865-5872								
Fax Number/ Email	pylarton@abr-inc.com								
Contact Name	Perrin Larton								
Date Contacted									
Small Business - Specify Type	<input type="checkbox"/> Small <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input checked="" type="checkbox"/> Other <input type="checkbox"/> Woman Owned			<input type="checkbox"/> Small <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Other <input type="checkbox"/> Woman Owned			<input type="checkbox"/> Small <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Other <input type="checkbox"/> Woman Owned		
Delivery Date									
F.O.B. Point	<input checked="" type="checkbox"/> Destination <input type="checkbox"/> Origin			<input type="checkbox"/> Destination <input type="checkbox"/> Origin			<input type="checkbox"/> Destination <input type="checkbox"/> Origin		
Prompt Payment Terms	Net 30 / % days			Net 30 / % days			Net 30 / % days		
Item	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total		
Tissue Sample	24	(b) (4)							
Overnight Delivery	12	(b) (4)							
EFT Wire Transfer Fee	12	(b) (4)							
GRAND TOTAL			\$9,900.00						

Note: Pricing was verified via telephone on 9/9/14 by (b) (6) (b) (6). Please note that pricing for Option Years was requested however ABR was unable to quote future years at this time.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

2

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

1. DATE OF ORDER 09/09/2014		2. CONTRACT NO. (If any)		6. SHIP TO: a. NAME OF CONSIGNEE WHITE OAK CAMPUS, BUILDING 64	
3. ORDER NO. HHSF223201400732P		4. REQUISITION/REFERENCE NO. 1139212		b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 64	
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857				c. CITY Silver Spring	e. ZIP CODE 20993
7. TO: a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ALAMEDA		e. STATE CA	f. ZIP CODE 945012958	10. REQUISITIONING OFFICE (b) (6) : (FDA)	
9. ACCOUNTING AND APPROPRIATION DATA 2014.6999AXH.252Z				12. F.O.B. POINT Destination	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/08/2015	
		14. GOVERNMENT B/L NO.		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 94-3110160 DUNS Number: 786845982 POC: (b) (6) @fda.hhs.gov (b) (6) Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME FDA PAYMENT SVCS						\$9,900.00
	b. STREET ADDRESS (or P.O. Box) Attn: Vendor Payments, OFS FDA 10903 New Hampshire Avenue Bldg 32, Rm 2162, Mail Hub 2145 Silver Spring MD 20993-0002						\$9,900.00
c. CITY Silver Spring		e. ZIP CODE 20993-0002					17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
 SCHEDULE - CONTINUATION

PAGE NO

2

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

DATE OF ORDER
 09/09/2014

CONTRACT NO.

ORDER NO.

HHSF223201400732P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	<p>Admin Office: DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857</p> <p>Appr. Yr.: 2014 CAN: 6999AXH Object Class: 252Z CenterTag: D74619DD500MMGR Period of Performance: 09/09/2014 to 09/08/2015</p> <p>Tissue Procurement for Humaized Mice.</p> <p>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).</p> <p>TOTAL OF THIS CONTRACT NOT TO EXCEED \$9,900.00</p> <p>CONTRACTOR SHALL CONTACT KRISTINA.HOWARD@FDA.HHS.GOV PRIOR TO EACH SHIPMENT</p> <p>The total amount of award: \$9,900.00. The obligation for this award is shown in box 17(i).</p>			(b) (4)	9,900.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$9,900.00	

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 only person with authority to act as an agent of the Government under this contract. 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 Contracting Officer 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: fdavendorpaymentsteam@fda.gov

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)).

(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) **52.203-15**, 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.)
- _____ (4) **52.204-10**, 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) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (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).
- _____ 108) **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).
- _____ (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]
- X (14) (i) **52.219-6**, 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) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- _____ (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) **52.219-9**, 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.

- 637(d)(4)(F)(i)).
- _____ (21) (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).
- _____ (21) (ii) **Alternate I** (June 2003) of 52.219-23.
- _____ (22) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (23) **52.219-26**, 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. 637(m)).
- X (28) **52.222-3**, Convict Labor (June 2003)(E.O. 11755).
- X (29) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Jan 2014)(E.O. 13126).
- _____ (30) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- _____ (31) **52.222-26**, Equal Opportunity (Mar 2007)(E.O. 11246).
- _____ (32) **52.222-35**, 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 in 22.1803.)
- _____ (37) (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.)
- _____ (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) **52.223-14**, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _____ (39) (ii) **Alternate I** (Jun 2014) of 52.223-14.
- _____ (40) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- _____ (41) (i) **52.223-16**, Acquisition of EPEAT®-Registered Personal Computer Products (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

- Driving (Aug 2011).
- _____ (43) **52.225-1**, Buy American--Supplies (May 2014)(41 U.S.C. chapter 83).
 - _____ (44) (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).
 - _____ (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 seq.*, 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) **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).
 - _____ (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 Officer check as appropriate.]

- _____ (1) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- _____ (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).

- _____ (7) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- _____ (8) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- _____ (9) **52.237-11**, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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 (l) 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).
- (xii) **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.

ADDENDUM TO CLAUSE 52.212-4

52.212-4

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)
(IAW FAR 12.301(b)(3))

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 08/21/2015		4. REQUISITION/PURCHASE REQ. NO.									
5. PROJECT NO. (If applicable)		6. ISSUED BY DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857		7. ADMINISTERED BY (If other than Item 6) DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ADVANCED BIOSCIENCE RESOURCES INC 1417096 ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303 ALAMEDA CA 945012958		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)									
CODE 1417096 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSF223201400732P		10B. DATED (SEE ITEM 13) 09/09/2014									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not 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 methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.													
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1"> <tr> <td>CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td>X</td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) FAR 43.103(a) Mutual Agreement Between Both Parties</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Mutual Agreement Between Both Parties
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.												
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).												
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:												
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Mutual Agreement Between Both Parties												
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> Is required to sign this document and return 1 copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 94-3110160 DUNS Number: 786845982 The purpose of this modification is extend the period of performance. As a result of this modification, the following changes shall occur: From: "09/09/2014 to 09/08/2015" By: 69 days To: "09/09/2014 to 11/16/2015" As a result of this modification, the pricing of the order shall change as follows: From: "2nd Trimester Thymus \$ (b) (4)" Continued ...													
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.													
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6), (b) (4)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6), (b) (4)		15C. DATE SIGNED 16 Sep 2015									
15B. CC (b) (6), (b) (4)		15C. DATE SIGNED 16 Sep 2015		C. DATE SIGNED 9/17/15									
NSN 75 Previous edition unusable													
Prescribed by GSA FAR (48 CFR) 53.243													

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSF223201400732P/0001PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

ADVANCED BIOSCIENCE RESOURCES INC 1417096

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	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 Silver Spring MD 20993-0002 Period of Performance: 09/09/2014 to 11/16/2015				

(b) (6)

From: (b) (6)
Sent: Tuesday, September 15, 2015 9:25 AM
To: (b) (6) @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: (b) (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 2nd 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: (b) (6) @fda.hhs.gov
Sent: Thursday, September 10, 2015 5:10 PM

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

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

To: (b) (6)@abr-inc.com

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

Greatly appreciated. Thank you (b) (6), (b) (4)

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) [redacted]@fda.hhs.gov]
Sent: Tuesday, September 08, 2015 11:33 AM
To: (b) (6) @abr-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 document- please 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)@fda.hhs.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Obtained via FOIA by Judicial Watch, Inc.

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

0002

3. EFFECTIVE DATE

12/10/2018

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

DAP

7. ADMINISTERED BY (If other than Item 6)

CODE

DHHS/FDA/OAGS/DAP

ATTN:

4041 Powder Mill Road

Beltsville MD 20705

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADVANCED BIOSCIENCE RESOURCES INC 1417096

ADVANCED BIOSCIENCE RESOURCES INC

1516 OAK ST STE 303

ALAMEDA CA 945012958

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

HHSF223201400732P

10B. DATED (SEE ITEM 13)

09/09/2014

CODE

1417096

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not 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 methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2014.6999AXH.252Z.D74619DD500MMGR

Net Decrease:

-\$2,430.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 4.804-5 (a) (15) Contract funds review is complete and excess funds de-obligated.

E. IMPORTANT Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 94-3110160

DUNS Number: 786845982

The reason for this modification is to de-obligate excess funds, cancel unexercised option years and closeout award.

Delivery: 09/08/2015

Delivery Location Code: WO64

WHITE OAK CAMPUS, BUILDING 64

The US Food and Drug Administration

10903 New Hampshire Avenue

Building 64

Silver Spring MD 20993 US

Continued ...

Except 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.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b) (6)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

(b) (6)

NSN 7540-01-152-8070

Previous edition unusable

RM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 201.14.3
FAR 201.14.3-273-000119

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSF223201400732P/0001 Obained via FOIA by Judicial Watch, Inc.	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
ADVANCED BIOSCIENCE RESOURCES INC 1417096

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FDA PAYMENT SVCS Attn: Vendor Payments, OFS FDA 10903 New Hampshire Avenue Bldg 32, Rm 2162, Mail Hub 2145 Silver Spring MD 20993-0002 Appr. Yr.: 2014 CAN: 6999AXH Object Class: 252Z CenterTag: D74619DD500MMGR FOB: Destination Period of Performance: 09/09/2014 to 11/16/2015 Change Item 1 to read as follows (amount shown is the obligated amount):				
1	Tissue Procurement for Humaized Mice. 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	(b) (4)		(b) (4)	-2,430.00

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

4

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

1. DATE OF ORDER 03/27/2015		2. CONTRACT NO. (if any)		6. SHIP TO: a. NAME OF CONSIGNEE FDA - CDER, Kristina Howard		
3. ORDER NO. HHSF223201510130P		4. REQUISITION/REFERENCE NO. 1146712		b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 64 Silver Spring MD 20993		
5. ISSUING OFFICE (Address correspondence to) FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204		c. CITY Silver Spring		d. STATE MD	e. ZIP CODE 20993	
7. TO: a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096		f. SHIP VIA				
b. COMPANY NAME		8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY				
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
d. CITY ALAMEDA		e. STATE CA	f. ZIP CODE 945012958			
9. ACCOUNTING AND APPROPRIATION DATA 2015.6PP9BGX.2651		10. REQUISITIONING OFFICE (b) (6) (FDA)				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT origin-	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/26/2016		16. DISCOUNT TERMS NET 30P				
17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 94-3110160 DUNS Number: 786845982 QUOTE 1562001-QT & FEES SERVICE SCHEDULE (2015) ATTACHED FDA-CDER LAB POC; Kristina Howard (301) 796-5185 Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME FOOD & DRUG ADMINISTRATION						\$11,970.00
b. STREET ADDRESS (or P.O. Box) OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204						\$11,970.00
c. CITY DALLAS						
d. STATE TX						
e. ZIP CODE 75204						
22. UNITED STATES OF AMERICA BY (Signature)						17(i) GRAND TOTAL
(b) (6)						
2. (b) (6)						
TITLE: CONTRACTING/ORDERING OFFICER						

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PREVIOUS EDITION NOT USABLEOPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

2018-8273-000121

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

03/27/2015

HHSF223201510130P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	<p>Admin Office: FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204</p> <p>Appr. Yr.: 2015 CAN: 6PP9BGX Object Class: 2651 CenterTag: P46642AA0241PAR Period of Performance: 03/27/2015 to 03/26/2016</p> <p>Human Fetal Tissue with the following specialized characteristics;</p> <p>* Age Range 16 - 24 Weeks (2nd trimester) * 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</p> <p>Advanced Bioscience Resources shall be notified of the need for tissue via e-mail or phone by Kristina Howard. The e-mail for placement of request is; (b) (6) (b) (6), (b) (4) or (b) (6), (b) (4) abr-inc.com</p> <p>FDA/CDER POC Kristina Howard is the only person authorized to place an order for fetal tissue against this Award.</p> <p>The Vendor shall contact Kristina at kristina.howard@fda.hhs.gov prior to each shipment of tissue.</p> <p>Multiple request for tissue may be made by Kristina through out the term of this agreement , However - The total funding amount of \$ 11,970.00 may not be exceeded.</p> <p>Kristina shall provide this Purchase Order number when placing a request for tissue from the vendor. Continued ...</p>				11,970.00	

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

\$11,970.00

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OPTIONAL FORM 348 (Rev. 4/2006)

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

FDA2018-8273-000122

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

Obained via FOIA by Judicial Watch, Inc.

3

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

DATE OF ORDER

CONTRACT NO.

03/27/2015

ORDER NO.

HHSF223201510130P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Partial invoices may be submitted per orders placed , Please reference this Award number on shipping & invoicing documents.</p> <p>Pricing is based on provided quote # 1562001-QT and the " Fees for Service Schedule" (effective 1/1/15) (Both documents are attached with Award)</p> <p>52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)</p> <p>RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:</p> <p>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.</p> <p>THE COR FOR THIS ORDER IS: Kristina Howard (301) 796-5185</p> <p>POINTS OF CONTACT:</p> <p>QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b) (6)</p> <p>(b) (6)</p> <p>FDA INVOICE REQUIREMENTS:</p> <p>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-</p> <p>Continued ...</p>					

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

\$0.00

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FDA2018-8273-000123

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE CONTINUATION

Obtained via FOIA by Judicial Watch, Inc.

4

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

03/27/2015

HHSF223201510130P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(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) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE ORDER.</p> <p>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.</p> <p>QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214) 253-5276.</p> <p>The total amount of award: \$11,970.00. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

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

FDA2018-8273-000124

FEES FOR SERVICES SCHEDULE

Effective January 1, 2015

FETAL CADAVEROUS SPECIMEN PROCUREMENT

SERVICE FEE

⑦ 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	\$ (b) (4)
Adult Peripheral	PER SPECIMEN	\$
Full Term Umbilical Cord	PER SPECIMEN	\$

SPECIAL PROCESSING / PRESERVATION

Case Report Form (CRF) completion	PER CASE	\$ (b) (4)
Specimen "cleaning"	PER SPECIMEN	\$
Special requests (evaluated individually)	PER SPECIMEN	\$
Snap freezing (LN2)	PER SPECIMEN	\$
Passive freezing (Dry ice)	PER SHIPMENT	\$
Foreign shipments	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)

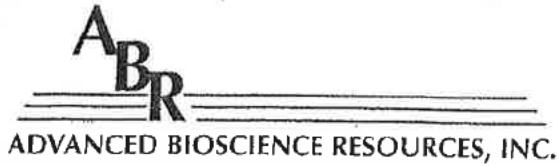
HIV, HBsAg	\$ (b) (4)
Additional tests	CALL

DELIVERY (Research facility responsible for delivery 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)
⑦ Federal 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

QUANTITY	DESCRIPTION			RESEARCHER	
				NAME	FEE
14	Procurement fee for	2nd Trimester Thymus	@ (b) (4)	HOWARD	(b) (4)
14	Procurement fee for	2nd Trimester Liver	@	HOWARD	
14	Delivery via	FedEx First Overnight	@	HOWARD	
Quote Total:					(b) (6)

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

Awaiting request and scheduling of procurement.

(b) (6)

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

Hello (b) (6)

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 \$ (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!

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

(b) (6)

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

Thanks (b) (6)
Have a nice day,
(b) (6), (b) (4)

From: (b) (6) [mailto:(b) (6)@fda.hhs.gov]
Sent: Tuesday, March 31, 2015 7:46 AM
To: (b) (6); (b) (6)@abr-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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 03/28/2018		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY DHHS/FDA/OAGS/DAP ATTN: 5630 Fishers Lane Rockville MD 20857		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ADVANCED BIOSCIENCE RESOURCES INC 1417096 ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303 ALAMEDA CA 945012958		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1417096		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HHSF223201510746P	
				10B. DATED (SEE ITEM 13) 09/08/2015	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not 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 methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 2015.6999CZJ.2613.ECBERE0028OVRAB Net Decrease: -\$15,090.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 4.804-5(a)(15) Contract funds review is complete and excess funds de-obligated.

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 94-3110160

DUNS Number: 786845982

The purpose of this modification is to de-obligate excess funds and close out the contract.

Delivery: 09/20/2015

Delivery Location Code: W052

WHITE OAK CAMPUS, BUILDING 52

The Food and Drug Administration

10903 New Hampshire Avenue

Building 52

Silver Spring MD 20993 US

Continued ...

Except 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.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

(Signature of person authorized to sign)

(b) (6)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

FDA2018-8273-000130

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSF223201510746P/0001PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

ADVANCED BIOSCIENCE RESOURCES INC 1417096

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

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

6

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

1. DATE OF ORDER 05/10/2016		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. HHSF223201610197P		4. REQUISITION/REFERENCE NO. 1165086		a. NAME OF CONSIGNEE FDA - CDER, Kristina Howard	
5. ISSUING OFFICE (Address correspondence to) FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204				b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 64 Silver Spring MD 20993	
				c. CITY Silver Spring	d. STATE MD
				e. ZIP CODE 20993	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:	
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ALAMEDA		e. STATE CA	f. ZIP CODE 945012958	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 2016.6PP2812.252Z				10. REQUISITIONING OFFICE (b) (6) (FDA)	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT origin-	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/15/2017	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS NET 30P	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 94-3110160 DUNS Number: 786845982 QUOTE # 1662001-QT / FEE SCHEDULE ATTACHED FDA-CDER POC; Kristina Howard (301) 796-5185 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME FOOD & DRUG ADMINISTRATION						\$12,000.00	
	b. STREET ADDRESS (or P.O. Box) OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204						\$12,000.00	
c. CITY DALLAS						d. STATE TX	e. ZIP CODE 75204	17(i) GRAND TOTAL

22. UNITED STATES OF
AMERICA BY (Signature)

(b) (6)

23. NAME (Typed)

(b) (6)

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

Obained via FOIA by Judicial Watch, Inc.

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

05/10/2016

HHSF223201610197P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: FOOD & DRUG ADMINISTRATION OFFAS 4040 NORTH CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75204 Appr. Yr.: 2016 CAN: 6PP2812 Object Class: 252Z CenterTag: P46656AA0031PAR Period of Performance: 05/16/2016 to 05/15/2017					
1	Human Fetal Tissue 2nd Trimester Specimen (Liver) , Age range 16-24 weeks (See below for all required characteristics)	12	EA	(b) (4)	(b) (4)	
2	Human Fetal Tissue 2nd Trimester Specimen (Thymus) , Age range 16-24 weeks (See below for all required characteristics)	12	EA	(b) (4)	(b) (4)	
3	HIV/ HepB/ HepC Blood Testing for all tissues procured and results provided when available.	12	EA	(b) (4)	(b) (4)	
4	Federal Express Shipping (Includes Saturday Delivery)	12	EA	(b) (4)	(b) (4)	
	Continued ...					

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

\$12,000.00

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FDA2018-8273-000133

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

Obained via FOIA by Judicial Watch, Inc.

3

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

05/10/2016

HHSF223201610197P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>*PROVIDE HUMAN FETAL TISSUES WITH THE FOLLOWING SPECIALIZED CHARACTERISTICS **</p> <p>* Age Range 16-24 Weeks (2nd Trimester)</p> <p>* Liver and Thymus Tissue from the same donor, Unless Liver only is requested.</p> <p>* Tissue Must be Fresh and Never Frozen</p> <p>* No Tissues where the mother is known to be positive for Hepatitis A, B, or C Viruses</p> <p>* No Known Chromosomal Abnormalities</p> <p>* Testing for HIV, Hepatitis B & C Will be completed on maternal blood for all tissues procured and results provided when available.</p> <p>Advanced Bioscience Resources shall be notified of the need for tissue by e-mail or phone by Kristina Howard.</p> <p>Vendor shall notify Kristina by e-mail as to the availability of tissues</p> <p>Tissue may be requested approximately 2-3 times per any given month. the e-mail for placement of request is;</p> <p>(b) (6) (b) (6), (b) (4) or (b) (6), (b) (4)</p> <p>(supplier may change)</p> <p>FDA-CDER POC Kristina Howard is the only person authorized to place an order for fetal tissue against this Award.</p> <p>((b) (6) may serve as a back-up to Kristina , Phone # (301) 796-0075 , (b) (6))</p> <p>The Vendor Shall Contact Kristina at kristina.howard@fda.hhs.gov prior to each shipment of tissue.</p> <p>Multiple request for tissue may be made by Kristina through out the term of this agreement, HOWEVER - The total funding amount of \$ 12,000.00 may not be exceeded.</p> <p>Kristina shall provide this Purchase Order Number (HHSF223201610197P) when placing a request for tissue from the Vendor.</p> <p>Continued ...</p>					

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

\$0.00

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FDA2018-8273-000134

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

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4

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

05/10/2016

HHSF223201610197P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Partial invoices may be submitted per orders placed, Please to be sure to reference this Award number on all shipping and invoicing documents.</p> <p>Pricing is based on the provided Quote # 1662001-QT And the "Fees For Services Schedule (effective 1/1/2016) Both documents are attached with the Award.</p> <p>52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)</p> <p>RECEIPT AND ACCEPTANCE OF SUPPLIES/SERVICES:</p> <p>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.</p> <p>THE COR FOR THIS ORDER IS: Kristina Howard (301) 796-5185</p> <p>POINTS OF CONTACT:</p> <p>QUESTIONS CONCERNING THE PRICING OR TERMS OF THIS ORDER SHOULD BE DIRECTED TO: (b) (6)</p> <p>(b) (6)</p> <p>FDA INVOICE REQUIREMENTS:</p> <p>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 Continued ...</p>					

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

\$0.00

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FDA2018-8273-000135

ORDER FORM SUPPLIES OR SERVICES

PAGE NO

SCHEDULE CONTINUATION

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5

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

05/10/2016

HHSF223201610197P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>INCLUDE-</p> <p>(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) ANY OTHER INFORMATION OR DOCUMENTATION REQUIRED BY THE PURCHASE ORDER.</p> <p>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.</p> <p>QUESTIONS RELATING TO WHEN PAYMENT WILL BE RECEIVED SHOULD BE DIRECTED TO THE FDA PAYMENT OFFICE AT (214) 253-5276.</p> <p>The total amount of award: \$12,000.00. The obligation for this award is shown in box Continued ...</p>					

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

\$0.00

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FDA2018-8273-000136

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE CONTINUATION

Obtained via FOIA by Judicial Watch, Inc.

6

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

05/10/2016

HHSF223201610197P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
17 (i).						
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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FDA2018-8273-000137



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	DESCRIPTION	RESEARCHER NAME	FEE
12	2nd Trimester Thymus @ (b) (4) each sample	HOWARD	\$(b) (4)
12	2nd Trimester Liver @ (b) (4) each sample	HOWARD	\$(b) (4)
12	HIV/HB/Hc Blood Testing @ (b) (4) each test	HOWARD	\$(b) (4)
12	Delivery via FedEx Saturday Delivery @ (b) (4) each delivery	HOWARD	\$(b) (4)
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.

FEES FOR SERVICES SCHEDULE

Effective January 1, 2016

FETAL CADAVEROUS SPECIMEN PROCUREMENT

SERVICE FEE

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	\$ (b) (4)
Adult Peripheral	PER SPECIMEN	\$
Full Term Umbilical Cord	PER SPECIMEN	\$

SPECIAL PROCESSING / PRESERVATION

Case Report Form (CRF) completion	PER CASE	\$ (b) (4)
Specimen "cleaning"	PER SPECIMEN	\$
Special requests (evaluated individually)	PER SPECIMEN	\$
Snap freezing (LN2)	PER SPECIMEN	\$
Passive freezing (Dry ice)	PER SHIPMENT	\$
Foreign shipments	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	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.

Woods, Gary D

From: (b) (6)
Sent: Tuesday, May 10, 2016 12:07 PM
To: (b) (4), (b) (6) @abr-inc.com
Subject: FW: QUOTE 1662001-QT / PURCHASE ORDER
Attachments: 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,

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

REQUISITION					PROCUREMENT REQUEST NO. 1165086	
1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT (b) (6)					REQUISITION DATE 03/25/2016	
3. ORIGINATING OFFICE DATA (b) (6) (FDA)					2. TYPE OF REQUEST (Check one) A. <input checked="" type="checkbox"/> NEW REQUEST	
4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.) Adv. Bioscience 1417096 (b) (6)					B. <input type="checkbox"/> CHANGE TO PENDING PR NO. C. <input type="checkbox"/> MODIFICATION TO CONTRACT OR ORDER NO. NASF 223201610197A	
5. APPROVALS					6. CONSIGNEE AND DESTINATION	
APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING		WHITE OAK CAMPUS, BUILDING 64 The US Food and Drug Administration 10903 New Hampshire Avenue Building 64 Silver Spring MD 20993 413-7 3:31 PM FAX # 202-205-2000 202-205-2000 BANK OFFICE B24 3-15-17	
(1) AUTHORIZED REQUISITIONER			INITIALS (D)	ROUTING SYMBOL (E)		
(b) (6)	OAGS	03/24/2016				
(b) (6)	BUSINESS G	03/28/2016				
(b) (6)	BUSINESS G	03/25/2016			7. DATE(S) REQUIRED 04/23/2016	
					8. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "yes," see par. 8 of instructions on next page.)	
9. DESCRIPTION OF ITEMS OR SERVICES						
ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST		
				UNIT (E)	AMOUNT (F)	
1	Office of Clinical Pharmacology Noncompetitive Simplified Acquisition for Procurement of Humanized Mice Tissue-other functions Appr. Yr.: 2016 CAN: 6PP2812 Object Class: 252Z CenterTag: P46656AA0031PAR 2nd trimester specimen (Liver)	12	EA	(b) (4)	(b) (4)	
2	2nd trimester specimen (Thymus)	12	EA	(b) (4)	(b) (4)	
3	Shipping (includes Sat delivery)	12	EA	(b) (4)	(b) (4)	
Continued ... 9-1-16 / 8-31-17 2nd one starts September						TOTAL ESTIMATED COST \$12,000.00
10. ACCOUNTING DATA Accounting Info : 2016.6PP2812.252Z (b) (6) 5-4 version vm to need Quartz person Kristina Howard						

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
4	HepB HepC testing (Includes additional HIV testing)	12	EA	(b) (4)	(b) (4)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 17

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

1. DATE OF ORDER 07/13/2017		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO. HHSF223201710238P		4. REQUISITION/REFERENCE NO. 1185484		a. NAME OF CONSIGNEE WHITE OAK CAMPUS, BUILDING 66				
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCSC ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857				b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 66				
7. TO: (b) (6), (b) (4)				c. CITY Silver Spring		d. STATE MD	e. ZIP CODE 20993	
a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096				f. SHIP VIA				
b. COMPANY NAME				8. TYPE OF ORDER				
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY ALAMEDA		e. STATE CA		f. ZIP CODE 945012958				
9. ACCOUNTING AND APPROPRIATION DATA 2017.6PS2812.252Z				10. REQUISITIONING OFFICE (b) (6) (FDA)				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB						12. F.O.B. POINT Destination		
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/12/2018		
				16. DISCOUNT TERMS				
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 94-3110160 DUNS Number: 786845982 Tissue procurement for Humanized Mice-other functions POC: Kristina Howard Tel: 301-796-5185 Email: Kristina.Howard@fda.hhs.gov Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:								
a. NAME FDA PAYMENT SVCS						\$15,840.00		
b. STREET ADDRESS (or P.O. Box) Attn: Vendor Payments, OFS FDA 10903 New Hampshire Avenue Bldg 32, Rm 2162, Mail Hub 2145 Silver Spring MD 20993-0002						\$15,840.00		17(i) GRAND TOTAL
c. CITY Silver Spring				d. STATE	e. ZIP CODE 20993-0002			
22. UNITED STATES OF AMERICA BY (Signature)				(b) (6)		2 (b) (6)		
				TITLE: CONTRACTING/ORDERING OFFICER				

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/13/2017

HHSF223201710238P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DHHS/FDA/OAGS/DAP ATTN: (b) (6) 5630 Fishers Lane Rockville MD 20857 Appr. Yr.: 2017 CAN: 6PS2812 Object Class: 252Z Center Tag: B46038TT0080PAR Period of Performance: 07/13/2017 to 07/12/2018					
1	Liver	16	EA		(b) (4)	
2	Thymus	16	EA		(b) (4)	
3	Shipping	16	EA		(b) (4)	
4	HIV HepB HepC testing 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 (preferred) and Standard Mail. B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Continued ...	16	EA		(b) (4)	

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

\$15,840.00

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FDA2018-8273-000144

ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

PAGE NO

3

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

DATE OF ORDER

CONTRACT NO.

07/13/2017

ORDER NO.

HHSF223201710238P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Funds Transfer ? System for Award Management) and/or 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:</p> <p>(i) Name and address of the contractor;</p> <p>(ii) Invoice date and invoice number;</p> <p>(iii) Contract/Order number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);</p> <p>(iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:</p> <p>(a) period of performance for which costs are claimed;</p> <p>(b) itemized travel costs, including origin and destination;</p> <p>(c) any other supporting information necessary to clarify questionable expenditures;</p> <p>(d) the contractor shall include the Contract Line Item/Funding line item for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered (Prompt Payment terms other than (b) (4) ;</p> <p>(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)</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice;</p> <p>(ix) Taxpayer Identification Number (TIN);</p> <p>(x) Electronic funds transfer (EFT) banking information, including routing transit number of the financial institution receiving payment;</p> <p>(xi) Name and telephone number of the FDA Contracting Officer Representative (COR) or other Program Center/Office point of contact, as referenced on the award;</p> <p>(xii) For all Time-and-Materials and Labor-Hour Awards, Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:</p> <p>(a) list of all invoices submitted to date under the subject award including the following:</p> <p>(1) invoice number, amount, & date submitted</p> <p>(2) corresponding payment amount & date received</p> <p>(b) total amount of all payments received to date under the subject contract or order</p> <p>(c) and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance;</p> <p>(xiii) Any other information or documentation required by the award.</p> <p>C. 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</p> <p>D. Questions regarding invoice payments should be directed to the FDA Payment Office</p> <p>Continued ...</p>					

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

\$0.00

Obtained via FOIA by Judicial Watch, Inc.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

HHSF223201710238P

at the email address or phone number provided above in Section A.											
The total amount of award: \$15,840.00. The obligation for this award is shown in box 17(i).											

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

\$0.00

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

FDA2018-8273-000146

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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)

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(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.

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(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 ☐ is not ☐ 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

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

(2) It is ☐ is not ☐ 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) 52.203-19, 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 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)).

(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) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

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___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___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) [Reserved].

___ (11)(i) 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)(i) 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 Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15)(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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

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

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) 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 (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

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

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

___ (24) 52.219-30, 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)).

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

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, 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) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

X (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). (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) 52.222-59, 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) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

_ (37)(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.)

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

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

_ (40)(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.

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

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

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- __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (43)(i) 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.
- _X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- __ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- __ (47)(i) 52.224-3, 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) 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) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- __ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (51) 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).
- __ (52) 52.225-26, 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).
- __ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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___ (62)(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:

[Contracting Officer check as appropriate.]

___ (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).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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.

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(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) 52.203-19, 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 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.

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

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 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.

(xi) 52.222-41, 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) 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).

(xiv) 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).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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(xvii) 52.222-59, 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) 52.225-26, 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).

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

(xxiii) 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.

(End of clause)

Alternate I (Feb 2000). As prescribed in 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 (5 U.S.C. App.), 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) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, 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) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

(H) 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.

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

(J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

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

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59 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) 52.222-62, 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.

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(S) 52.225-26, 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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 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.

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.

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The Contracting Officer is the **only person with authority to act as an agent of the Government under this order.** 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) @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
5630 Fishers Lane
Rockville, MD 20857

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

(b) (6)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers. *Obtained via FOIA by Judicial Watch, Inc.*

1. DATE OF ORDER 07/25/2018		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO. HHSF223201810184P		4. REQUISITION/REFERENCE NO. 1201156		a. NAME OF CONSIGNEE WHITE OAK CAMPUS, BUILDING 66			
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DCGM ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857				b. STREET ADDRESS The US Food and Drug Administration 10903 New Hampshire Avenue Building 66		c. CITY Silver Spring	
				d. STATE MD		e. ZIP CODE 20993	
7. TO: (b) (6), (b) (4)				f. SHIP VIA			
a. NAME OF CONTRACTOR ADVANCED BIOSCIENCE RESOURCES INC 1417096				8. TYPE OF ORDER			
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS ADVANCED BIOSCIENCE RESOURCES INC 1516 OAK ST STE 303				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ALAMEDA		e. STATE CA		f. ZIP CODE 945012958			
9. ACCOUNTING AND APPROPRIATION DATA 2018.6CS2804.252Z				10. REQUISITIONING OFFICE (b) (6) (FDA)			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB						12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/25/2019	
				16. DISCOUNT TERMS			
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Tax ID Number: 94-3110160 DUNS Number: 786845982 The FDA hereby issues a purchase order for Humanized Mice. Period of Performance: 07/26/2018-07/25/2019 Obligated Amount \$15,900.00 Total Ceiling Amount:\$15,900.00 Continued ...						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
21. MAIL INVOICE TO:							
a. NAME FDA PAYMENT SVCS						\$15,900.00	
b. STREET ADDRESS (or P.O. Box) Attn: Vendor Payments, OFS FDA 10903 New Hampshire Avenue Bldg 32, Rm 2162, Mail Hub 2145 Silver Spring MD 20993-0002						\$15,900.00	
c. CITY Silver Spring		d. STATE (b) (6)		e. ZIP CODE 20993-0002			
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) (b) (6)		TITLE CONTRACTING ORDERING OFFICER	

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

2

Obained via FOIA by Judicial Watch, Inc.

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

DATE OF ORDER

CONTRACT NO.

07/25/2018

ORDER NO.

HHSF223201810184P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>FDA Three-Way Match Invoicing Procedures</p> <p>A. The contractor shall submit all invoices to:</p> <p>U.S. FOOD AND DRUG ADMINISTRATION</p> <p>Attn: Vendor Payments Division of Payment Services 10903 New Hampshire Ave WO32 - Second Floor MAIL HUB 2145 Silver Spring, MD 20993-0002 301-827-3742 FDAVendorPaymentsTeam@fda.hhs.gov</p> <p>*** Acceptable methods of delivery include: E-mail (preferred) and Standard Mail. Provide a copy marked courtesy to the COR. The COR is (b) (6) ; (b) (6), (b) (4)@fda.hhs.gov.</p> <p>B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer - System for Award Management) and/or 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:</p> <p>(i) Name and address of the contractor;</p> <p>(ii) Invoice date and invoice number;</p> <p>(iii) Contract/Order number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);</p> <p>(iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:</p> <p>(a) period of performance for which costs are claimed;</p> <p>(b) itemized travel costs, including origin and destination;</p> <p>(c) any other supporting information necessary to clarify questionable expenditures;</p> <p>(d) the contractor shall include the award item number for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered (Prompt Payment terms other Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

3

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

Obained via FOIA by Judicial Watch, Inc.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/25/2018

HHSF223201810184P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>than (b) (4);</p> <p>(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)</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice;</p> <p>(ix) Taxpayer Identification Number (TIN);</p> <p>(x) banking routing transit number of the financial institution receiving payment for Electronic funds transfer (EFT);</p> <p>(xi) Name and telephone number of the FDA Contracting Officer Representative (COR) or other Program Center/Office point of contact, as referenced on the award;</p> <p>(xii) For all Inspections, Time-and-Materials and Labor-Hour Awards, Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:</p> <p>(a) list of all invoices submitted to date under the subject award, including the following:</p> <p>(1) invoice number, amount, & date submitted</p> <p>(2) corresponding payment amount & date received</p> <p>(b) total amount of all payments received to date under the subject contract or order</p> <p>(c) and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance;</p> <p>(xiii) Any other information or documentation required by the award.</p> <p>C. An electronic invoice is acceptable if submitted in adobe acrobat (PDF) format. All items listed in (i) through (xiii) 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</p> <p>D. Questions regarding invoice payments should be directed to the Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.</p> <p>Continued ...</p>					
TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.
Obained via FOIA by Judicial Watch, Inc.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/25/2018

HHSF223201810184P

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	<p>Admin Office: DHHS/FDA/OAGS/DCGM ATTN: (b) (6) 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857</p> <p>Appr. Yr.: 2018 CAN: 6CS2804 Object Class: 252Z Center Tag: B38517S\$0030PAR Period of Performance: 07/26/2018 to 07/25/2019</p> <p>Humanized Mice: 1) 2nd Trimester Liver (16-24 weeks), Qty-15 2) 2nd Trimester Thymus (16-24 weeks), Qty-15 3) HIV/HB/Hc Blood Testing, Qty 15 Shipping \$160 each delivery, Qty 15</p> <p>The total amount of award: \$15,900.00. The obligation for this award is shown in box 17(i).</p>				15,900.00	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$15,900.00

Transaction Detail

DHHSPUR

Date/Time Printed: 05/15/2019 02:46:52 PM

Orientation: Landscape

Selection Criteria: Merchant Name Contains 'advanced bioscience r' And Post Date Is Between '1/1/2013' AND '5/14/2019'

Tran ID	Tran Date	Post Date	Purchase Method	Merchant	City, State	MCC	Debit Amount	Credit Amount	Tax Tran Type
(b) (6)	*****	(b) (4)							
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 Transactions 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)	(CDER)			Total Transactions 4			\$0.00	\$0.00
(b) (6)	*****	(b) (4)							
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 Transactions 1			\$0.00	\$0.00
(b) (6)	*****	(b) (4)							
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 Transactions 1			\$0.00	\$0.00
Grand Totals					Total Transactions 7		\$17,830.00	\$0.00	\$0.00

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 CONFIDENTIAL - THIS REPORT CONTAINS SENSITIVE DATA. UNAUTHORIZED USE PROHIBITED.
 Transaction Detail

Page 1 of 1

FDA2018-8273-000164

11:29 AM

ADVANCED BIOSCIENCE RESOURCES, INC.

09/17/18

Customer Open Balance

Accrual Basis

January through December 2015

Type	Date	Num	P. O. #	Due Date	Open Balance	Amount
Food and Drug Administration						
0620 FDA (Howard)						
Invoice	02/12/2015	1029912	HHSF223201400732P (ACH)	02/12/2015		(b) (4)
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 FDA (Howard)					0.00	
Total Food and Drug Administration					0.00	
TOTAL					0.00	