SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-ORD-20-02234

PAGE 1 OF 7

2. CONTRACT NO.: 68HERC20D0028

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER: 68HERC21F0055

5. SOLICITATION NUMBER: 68HERC21R0028

6. SOLICITATION ISSUE DATE: 12/01/2020

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Kimberly Loesch

b. TELEPHONE NUMBER (No collect calls): 513-487-2058

8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY CODE: CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 541715

SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE: NCCT RTP 2

NCCT RTP 2
US Environmental Protection Agency
Computational Toxicology (NCCT)
4930 Page Road
Durham NC 27709

16. ADMINISTERED BY CODE: CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

17a. CONTRACTOR/ OFFEROR CODE: 078410758 FACILITY CODE:

BioSpyder Technologies, Inc.
Attn: JOEL MCCOMB
PO BOX 402
RANCHO SANTA FE CA 92067

TELEPHONE NO. 8585197010

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 078410758 TOCOR: Sandra Roberts Max Expire Date: 12/02/2021 InvoiceApprover: Sandra Roberts Alt Invoice App: David Murphy Period of Performance: 12/03/2020 to 12/02/2021				
0001	Biospyder IDIQ contract 68HERC20D0028, Task Order 68HERC21F0055. Targeted RNA-Seq (i.e. TempO-Seq) analysis of cell lysates in accordance with the attached statement of work.				438,903.36

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$438,903.36

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
ELECTRONIC SIGNATURE

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Kimberly F. Loesch

31c. DATE SIGNED
12/03/2020

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: 20-21-C-26B1000-000FK9XR6-2532-26A6A-2026B1E047-00 1 BFY: 20 EFY: 21 Fund: C Budget Org: 26B1000 Program (PRC): 000FK9XR6 Budget (BOC): 2532 Cost: 26A6A DCN - Line ID: 2026B1E047-001 Funding Flag: Complete Funded: $388,903.36 Accounting Info: 20-21-C-26B1000-000FK9XR6-2532-26A6A-2026B1E033-00 1 BFY: 20 EFY: 21 Fund: C Budget Org: 26B1000 Program (PRC): 000FK9XR6 Budget (BOC): 2532 Cost: 26A6A DCN - Line ID: 2026B1E033-001 Funding Flag: Complete Funded: $0.00 $388,903.36 is obligated from PR-ORD-20-02234 $50,000.00 is allocated from the contract 68HERC20D0028 (PR-ORD-20-01305). This is shown on the second accounting line (20-21-C-26B1000-000FK9XR6-2532-26A6A-2026B1E033-0 01) where the amount funded is $0.00 since the obligation occurred when the contract was awarded.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Additional Clause

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)

(a) *Definitions*. As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement*. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of

such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

ATTACHMENT 1

INDEFINITE DELIVERY / INDEFINITE QUANTITY: 68HERC20D0028

Internal Tracking Number #4

TASK ORDER - 68HERC21F0055

The purpose of this document is to establish a task order for BioSpyder to perform targeted RNA-Seq (i.e. TempO-Seq) analysis of cell lysates generated at the USEPA CCTE laboratory. The resulting data will be used by CCTE scientists to determine the effects of reference chemicals on gene expression in a human-derived cell line (**e.g. HepaRG_2D**) as part of a Tox21 Consortium cross partner consortium project (Tox21_CPP5).

A total of 9072 samples will be submitted to BioSpyder for TempO-Seq analysis. The samples will be supplied to BioSpyder in a series of barcoded 384-well microtiter plate with one sample per well. The total number of samples is inclusive of 10 reference samples installed on every plate by CCTE in order to monitor TempO-Seq assay performance. While the experiment will be performed and samples will be arrayed 384-well format, not all wells on each plate will contain genetic material for TempO-Seq analysis. CCTE will direct BioSpyder which wells to sample and will ensure that the samples are arrayed in the 384-well plate in manner compatible with BioSpyder's sample processing workflows.

Each sample will be sequenced to a minimum mapped read per sample of 3 million using the TempO-Seq human whole transcriptome assay. BioSpyder will consult with the CCTE staff regarding which version of the whole transcriptome assay will be used prior to sequencing any of the samples included on this Task Order.

The timeline for provision of the data from the samples will be discussed with BioSpyder and should not exceed 60 days past the receipt of samples unless approved by CCTE staff.

COR:

Sandra Roberts
109 TW Alexander Drive
Research Triangle Park, NC 27709
Email: Roberts.sandra@epa.gov
Phone (919-541-3850) or (919-667-3435)

The BioSpyder sequencing data should be provided to:

Joshua A. Harrill
109 TW Alexander Drive
Research Triangle Park, NC 27709

Email: harrill.joshua@epa.gov
Phone: (919)541-0646

Pricing below is based on the pricing table included in the Contract:

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO.: P00001

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

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

BioSpyder Technologies, Inc.
Attn: JOEL MCCOMB
PO BOX 402
RANCHO SANTA FE CA 92067

CODE 078410758 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
68HERC20D0028
68HERC21F0055

10B. DATED *(SEE ITEM 13)*
12/03/2020

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 data, 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)* Unilateral - Administrative Modification

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.)*

DUNS Number: 078410758
TOCOR: Sandra Roberts Max Expire Date: 12/02/2021 InvoiceApprover: Sandra Roberts Alt Invoice App: David Murphy
The purpose of this modification is to:
1.) Change the Contract Specialist to Pradeep Kandambath.
2.) Change the Contracting Officer to Mark Cranley.
3.) This modification serves as deletion/removal of Section 4 of Executive Order 13950 for Combating Race and Sex Stereotyping.

LIST OF CHANGES:
Reason for Modification: Other Administrative Action
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)*
Mark Cranley

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
ELECTRONIC SIGNATURE
(Signature of Contracting Officer)

16C. DATE SIGNED
03/22/2021

NAME OF OFFEROR OR CONTRACTOR
BioSpyder Technologies, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: $0.00 New Total Amount for this Version: $0.00 New Total Amount for this Award: $438,903.36 Buyer changed from Kimberly Foster Loesch to Pradeepkumar Kandambath Contracting Officer changed from Kimberly Foster Loesch to Mark Cranley Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 12/03/2020 to 12/02/2021				