SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number: SEE SCHEDULE

2. Contract No.: W15QKN-21-C-0012
3. Award/Effective Date: 2020DEC22
4. Order Number:
5. Solicitation Number:
6. Solicitation Issue Date:
7. For Solicitation Information Call:
A. Name: (b) (6) [redacted]
B. Telephone Number (No Collect Calls): (b) (6) [redacted]
8. Offer Due Date/Local Time:

9. Issued By — Code: W15QKN
ARMY CONTRACTING COMMAND - NJ
PICATINNY ARSENAL, NJ 07806-5000

Email: (b) (6) [redacted]

10. This Acquisition is ☐ Unrestricted OR ☐ Set Aside: % For:
☐ Small Business
☐ Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program
☐ Hubzone Small Business
☐ EDWOSB
☐ Service-Disabled Veteran-Owned Small Business
NAICS: 325414
☐ 8(A)
Size Standard:

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: NONE

14. Method Of Solicitation ☐ RFQ ☐ IFB ☒ RFP

15. Deliver To — Code:
SEE SCHEDULE

Telephone No.:

16. Administered By — Code: W15QKN
ACC NJ
BLDG 10 PHIPPS RD
PICATINNY ARSENAL, NJ 07806-5000

17a. Contractor/Offeror — Code: 86491 — Facility:
PFIZER INC.
235 E 42ND ST
NEW YORK, XX 10017-5703

Telephone No.: (b) (4) [redacted]

☐ 17b. Check If Remittance Is Different And Put Such Address In Offer

18a. Payment Will Be Made By — Code: HQ0337
DFAS-COLUMBUS CENTER
NORTH ENTITLEMENT OPERATIONS
P.O. BOX 182317
COLUMBUS OH 43218-2317

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
	SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data
SEE CONTRACT ADMINISTRATION DATA

26. Total Award Amount (For Govt. Use Only)
$2,011,282,500.00

☐ 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 2 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: Ref. _____ 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)
/SIGNED/

30b. Name And Title Of Signer (Type Or Print)

30c. Date Signed

31b. Name Of Contracting Officer (Type Or Print)
(b) (6) [redacted]

31c. Date Signed
2020DEC22

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

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 No.	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

SUPPLEMENTAL INFORMATION

Buyer Name: (b) (6) [redacted]
Buyer Office Symbol/Telephone Number: CCNJ-IC/(b) (6) [redacted]
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: A

*** End of Narrative A0000 ***

Executive Summary

Background:
The Department of Health and Human Services (DHHS) continuously monitors emerging infectious disease risk and prepares to respond to the threat of novel emerging infectious disease outbreaks in the United States. DHHS is responding to an outbreak of respiratory disease caused by a novel coronavirus that was first detected in China and which has now spread to worldwide, including in the United States. The virus has been named SARS-CoV-2 and the disease it causes has been named coronavirus disease 2019 (abbreviated COVID-19).

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak a public health emergency of international concern (PHEIC). On January 31, Health and Human Services Secretary Alex M. Azar II declared a public health emergency (PHE) for the United States to aid the nations healthcare community in responding to COVID-19. On March 11, WHO publicly characterized COVID-19 as a pandemic. On March 13, the President of the United States declared the COVID-19 outbreak a national emergency. Vaccination is often the most effective measure for the control of infectious diseases. In July 2020, the DOD awarded an Other Transaction Agreement under the authority 10 USC 2371b to Pfizer to scale up manufacture of their BNT162b2 vaccine candidate. The candidate entered Phase 3 clinical trials and scale up of their manufacturing processes. On November 9, 2020, Pfizer announced that BNT162b2 was >90% effective based on interim analysis of partial data from their Phase 3 clinical trial. On November 18, 2020, Pfizer reported 95% effectiveness based on analysis of a larger dataset that included 170 confirmed cases among the Phase 3 volunteers (162 in the placebo group and 8 in the vaccinated group). Based on the strength of this data, Pfizer formally requested Emergency Use Authorization (EUA) from the US Food and Drug Administration.

1. This action has a total Firm Fixed Price value of $10,016,418,500 inclusive of all options. At this time, CLINs 0001, 0002, and 0003 are funded in the amount of $2,011,282,500.

2. The Representations and Certifications made by Pfizer in the System for Award Management (SAM) are hereby incorporated into this contract by reference.

3. The Pfizer Small Business Subcontracting Plan, dated 01 March 2020 is hereby incorporated into the contract (see Attachment 0002).

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	COVID Vaccines NSN: 9999-99-999-9999				
0001AA	COVID-19 VACCINE (BNT162B2) COMMODITY NAME: COVID Vaccines CLIN CONTRACT TYPE: Firm Fixed Price PRON: CB1RD45726 PRON AMD: 01 ACRN: AA PSC: 6505 Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 W56XNH10356002 75A501 J 3 DEL REL CD / QUANTITY / DEL DATE 001 50,000,000 30-JUN-2021 FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	50000000	EA	$ (b) (4)	$ (b) (4)
0001AB	COVID-19 VACCINE (BNT162B2) COMMODITY NAME: Vaccines CLIN CONTRACT TYPE: Firm Fixed Price PRON: CB1RD26995 PRON AMD: 01 ACRN: AB PSC: 6505 Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	50000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56XNH10353001 75A501 J 3 DEL REL CD QUANTITY DEL DATE 001 20,000,000 30-JUN-2021 002 30,000,000 31-JUL-2021 FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0002	COVID VACCINE DILUENT NSN: 9999-99-999-9999				
0002AA	DILUENT	(b) (4)	EA	$ (b) (4)	$ (b) (4)
	COMMODITY NAME: COVID VACCINE DILUENT CLIN CONTRACT TYPE: Firm Fixed Price PRON: CB1RD60238 PRON AMD: 01 ACRN: AC PSC: 6505 Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56XNH10357003 75A501 J 3 DEL REL CD QUANTITY DEL DATE 001 (b) (4) 30-JUN-2021 002 (b) (4) 31-JUL-2021 FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	DILUENT COMMODITY NAME: COVID VACCINE DILUENT CLIN CONTRACT TYPE: Firm Fixed Price PRON: CB1RD59428 PRON AMD: 01 ACRN: AD PSC: 6505 Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 W56XNH10357002 75A501 J 3 DEL REL CD / QUANTITY / DEL DATE 001 (b) (4) 31-JUL-2021 FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0003	OCONUS SHIPPING SERVICE REQUESTED: COVID Shipping CLIN CONTRACT TYPE: Time and Materials PRON: CB1RD47628 PRON AMD: 01 ACRN: AE Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance Period of Performance (b) (4) DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 1 17-MAR-2022 $ (b) (4)	1	EA		$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	COVID-19 VACCINE (BNT162B2) OPTION 1 COMMODITY NAME: BNT162B2 OPTION 1 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)
0005	DILUENT OPTION 1 COMMODITY NAME: DILUENT OPTION 1 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0006	COVID-19 VACCINE (BNT162B2) OPTION 2 COMMODITY NAME: BNT162B2 OPTION 2 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)
0007	DILUENT OPTION 2 COMMODITY NAME: DILUENT OPTION 2 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0008	COVID-19 VACCINE (BNT162B2) OPTION 3 COMMODITY NAME: BNT162B2 OPTION 3 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	DILUENT OPTIION 3 COMMODITY NAME: DILUENT OPTIION 3 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0010	COVID-19 VACCINE (BNT162B) OPTION 4 COMMODITY NAME: BNT162B OPTION 4 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4)	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0011	DILUENT OPTION 4 COMMODITY NAME: DILUENT OPTION 4 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0012	COVID-19 VACCINE (BNT162B2) OPTION 5 COMMODITY NAME: BNT162B2 OPTION 5 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0013	DILUENT OPTION 5 COMMODITY NAME: DILUENT OPTION 5 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0014	COVID-19 VACCINE (BNT162B2) OPTION 6 COMMODITY NAME: BNT162B2 OPTION 6	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 / 25,000,000 / (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0015	DILUENT OPTION 6 COMMODITY NAME: DILUENT OPTION 6 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 / (b) (4) / (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0016	COVID-19 VACCINE (BNT162B2) OPTION 7 COMMODITY NAME: BNT162B2 OPTION 7 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 / 25,000,000 / (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$_____(b) (4)	$____(b) (4)
0017	DILUENT OPTION 7 COMMODITY NAME: DILUENT OPTION 7 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance	(b) (4)	EA	$_____(b) (4)	$_____(b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD: 001 — QUANTITY: (b) (4) — DAYS AFTER AWARD: (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0018	COVID-19 (BNT162B2) OPTION 8 COMMODITY NAME: (BNT162B2) OPTION 8 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD: 001 — QUANTITY: 25,000,000 — DAYS AFTER AWARD: (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)
0019	DILUENT OPTION 8 COMMODITY NAME: DILUENT OPTION 8 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0020	COVID-19 VACCINE (BNT162B2) OPTION 9 COMMODITY NAME: BNT162B2 OPTION 9 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	DILUENT OPTION 9 COMMODITY NAME: DILUENT OPTION 9 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0022	COVID-19 VACCINE (BNT162B2) OPTION 10 COMMODITY NAME: BNT162B2 OPTION 10 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0023	DILUENT OPTION 10 COMMODITY NAME: DILUENT OPTION 10 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0024	COVID-19 VACCINE (BNT162B2) OPTION 11 COMMODITY NAME: BNT162B2 OPTION 11 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking	25000000	LO	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0025	DILUENT OPTION 11 COMMODITY NAME: DILUENT OPTION 11 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0026	COVID-19 VACCINE (BNT162B2) OPTION 12	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: BNT162B2 OPTION 12 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 / 25,000,000 / (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0027	DILUENT OPTION 12 COMMODITY NAME: DILUENT OPTION 12 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 / (b) (4) / (b) (4) FOB POINT: Destination	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0028	COVID-19 VACCINE (BNT162B2) OPTION 13 COMMODITY NAME: BNT162B2 OPTION 13 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)
0029	DILUENT OPTION 13 COMMODITY NAME: DILUENT OPTION 13 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0030	COVID-19 VACCINE (BNT162B2) OPTION 14 COMMODITY NAME: BNT162B2 OPTION 14 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	25000000	EA	$ (b) (4)	$ (b) (4)
0031	DILUENT OPTION 14 COMMODITY NAME: DILUENT OPTION 14 PSC: 6505	(b) (4)	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0032	COVID-19 VACCINE (BNT162B2) OPTION 15 COMMODITY NAME: BNT162B2 OPTION 15 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0033	DILUENT OPTION 15 COMMODITY NAME: DILUENT OPTION 15 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0034	COVID-19 VACCINE (BNT162B2) OPTION 16 COMMODITY NAME: BNT162B2 OPTION 16 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL	25000000	EA	$ (b) (4)	$ (b) (4)

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25,000,000 (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201				
0035	DILUENT OPTION 16 COMMODITY NAME: DILUENT OPTION 16 PSC: 6505 CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 (b) (4) (b) (4) FOB POINT: Destination SHIP TO: (75A501) OFFICE OF ACQ MGMT POLICY HUBERT HUMPHREY BLDG 200 INDEPENDENCE AVENUE SW ROOM 336E WASHINGTON,DC,20201	(b) (4)	EA	$ (b) (4)	$ (b) (4)
0036	CONTRACT DATA REQIREMENTS LIST The ELIN below is associated with the Data Item numbers in the Contract Data Requirements List (CDRL, DD 1423), in Section J. Reference individual CDRLs for applicable instructions and delivery dates. (End of narrative A001)				

Name of Offeror or Contractor: PFIZER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001	DD1423 CDRLS A001 THROUGH A003 SERVICE REQUESTED: DATA ITEMS CLIN CONTRACT TYPE: Firm Fixed Price Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: SEE DD FORM 1423	1	LO		$ ** NSP **

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
STATEMENT OF WORK
Production of COVID-19 BNT162b2 Vaccine in Support of National Emergency Response to Coronavirus 2019 (COVID-19)

C.1 Scope: The Department of Defense (DOD) and Department of Health and Human Services (DHHS) in support of national emergency response to the Coronavirus Disease 2019 (COVID-19) requires the production of Pfizer vaccine BNT162b2 on a commercial item basis, up to 500 million doses to inoculate members of the DOD and the general population from the SARS CoV-2 Virus.

C.1.1 Background: The DHHS continuously monitors emerging infectious disease risk and prepares to respond to the threat of novel emerging infectious disease outbreaks in the United States. DHHS is responding to an outbreak of respiratory disease caused by a novel coronavirus that was first detected in China and which has now spread worldwide, including in the United States. The virus has been named SARS-CoV-2 and the disease it causes has been named coronavirus disease 2019 (abbreviated COVID-19).

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak a public health emergency of international concern (PHEIC). On January 31, the Health and Human Services Secretary declared a public health emergency (PHE) for the United States to aid the nations healthcare community in responding to COVID-19. On March 11, WHO publicly characterized COVID-19 as a pandemic. On March 13, the President of the United States declared the COVID-19 outbreak a national emergency. Vaccination is often the most effective measure for the control of infectious diseases.

In July 2020, the DOD awarded an Other Transaction Agreement under the authority 10 USC 2371b to Pfizer to scale up manufacture of their BNT162b2 vaccine candidate. The candidate entered Phase 3 clinical trials and scale up of their manufacturing processes. On November 9, 2020, Pfizer announced that BNT162b2 was >90% effective based on interim analysis of partial data from their Phase 3 clinical trial. On November 18, 2020, Pfizer reported 95% effectiveness based on analysis of a larger dataset that included 170 confirmed cases among the Phase 3 volunteers (162 in the placebo group and 8 in the vaccinated group). Based on the strength of this data, Pfizer formally requested Emergency Use Authorization (EUA) from the US Food and Drug Administration.

As part of DHHS preparedness and response activities, DHHS seeks to purchase 500M doses of the EUA authorized (or Biologics License Application (BLA) approved) BNT162b2 vaccine, enough to vaccinate the entire American population.

C.2 Objectives: The contractor shall produce up to 500M doses of vaccine under the following schedule:
Base Quantity 100M doses. Pfizer shall make best effort to deliver the 100M doses by 30 June 2021, but shall be required to deliver no less than 70M doses by 30 June 2021, (b) (4) [redacted] If Pfizer is unable to deliver 100M doses by 30 June 2021, Pfizer will deliver the balance of doses no later than 31 July 2021.

Options 1 through 16 25M doses each. (b) (4) [redacted]

C.3 Requirements:

C.3.1 Vaccine: The contractor shall deliver to Government designated sites, EUA authorized (or BLA approved) drug product in temperature controlled (BNT162b2) Suspension for Intramuscular injection Multiple Dose Vials. The Contractor shall be liable for risk of loss due to breakage, temperature excursion, or other, until Government formally accepts the product on site (FOB Destination). The contractor will coordinate ordering through centralized distribution via the established BARDA Data Infrastructure (BDI) system.

C.3.2 Diluent: The contractor shall ensure delivery, either concurrent with or in advance of the vaccine, of FDA approved diluent in sufficient quantities to dilute the number of vaccine doses to be delivered.

The contractor will coordinate ordering through centralized distribution via the established BDI system. For clarity, the Government has retained McKesson to source all of the components needed to support preparation of kits for the mixing and administration of the vaccine; however, Pfizer will: (i) source the diluent for such kits and pay for the delivery of such diluent to McKesson; (ii) pay McKesson for the labor required of McKesson to assemble and pack the diluent into the kits; and (iii) pay McKesson to ship the kits to the ship-to locations specified by the Government.

The Government acknowledges that other than the diluent provided by Pfizer, any and all other items included in the kits are not being supplied or otherwise provided by or on behalf of Pfizer and are neither the property nor the responsibility of Pfizer. Other than diluent, Pfizer will not provide any other ancillary items under this contract, including, but not limited to, syringes, needles, alcohol swabs, and/or personal protective equipment. Further, the Government acknowledges that Pfizers responsibility for provision of diluent will cease upon acceptance of delivery by the ship-to location specified by the Government.

C.3.3 RESERVED

C.4 Reporting: The contractor shall provide the following reports:
C.4.1 Shipping Documentation Finished Drug Product. The contractor shall provide all documentation required for Government review of vaccine lot release prior to shipment. Specifically, (b) (4) [redacted]

C.4.2 FDA Interactions and Inspections Documentation. Pfizer shall provide the Government (b) (4) [redacted] of receipt any FDA Form 483, Establishment Inspection Report (EIR), regulatory authorization or approval-related letter and/or warning or untitled letter (b) (4) [redacted] including status of Emergency Use Authorization and/or Biologics License Application approval.
C.4.3 Manufacturing Reports and Dose Tracking Projections/Actuals aligned with the BARDA Data Infrastructure. Pfizer shall provide Dose Tracker Projections (Weekly) (b) (4) [redacted] - once performance under one or more supply CLINs has begun) utilizing the COVID-19 Dose Tracking US HHS, ASPR/BARDA Template version 2.2 (9/21/2020) format. Any changes to the format must be mutually agreed by the parties.

C.5. INTENTIONALLY LEFT BLANK

C.6 Inspection/Acceptance:
For avoidance of doubt, the Government and Pfizer acknowledge that the Government cannot direct Pfizer to deliver and Pfizer cannot deliver to ship-to locations in the absence of an active EUA or approved BLA.

(b) (4) [redacted]

C.7 Packaging and Marking: The contractor shall label product according to FDA guidance/instructions. Packaging shall be in accordance with the contractor's standard commercial practice.

C.8 Government Technical Point of Contact

(b) (6) [redacted]
HHS BARDA

(b) (6) [redacted]
(b) (6) [redacted]@hhs.gov

*** END OF NARRATIVE C0001 ***

Name of Offeror or Contractor: PFIZER INC.

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.247-34	F.O.B. DESTINATION	NOV/1991

Shipping

The cost of shipping product within the United States (defined for purposes of this clause to include CONUS, Puerto Rico, Alaska and Hawaii) is included within the contract price for vaccine and diluent. For shipments to U.S. Territories other than Puerto Rico, (inclusive of American Samoa, Guam, Marshall Islands, Northern Mariana Islands, U.S. Virgin Islands), Pfizer will cover shipment costs for one weekly shipment each of diluent and vaccine to each Territory on a standard commercial carrier. For Palau and Micronesia, for which commercial delivery is less frequent or only available on an ad hoc basis, Pfizer will cover commercial delivery as available not to exceed once per week. Import duties associated with all shipments outside of the United States (b) (4) [redacted]. All product required for U.S. installations overseas will be shipped to and accepted by the Government at Department of Defense Activity Address Codes (DoDAACs) within the continental United States, with any exceptions requiring mutual agreement by the Government and Pfizer. Shipments to locations not included here will be handled on a case-by-case basis.

The Government acknowledges that Pfizer is deemed to have met the deliverables identified in this Section Deliveries or Performance of this contract in performance of prototype agreement MCDC2011-003. Pfizer commits to maintain these deliverables during performance of this contract. Should Pfizer implement any material changes relevant to these deliverables during contract performance, it shall provide notice to the Government within 30 calendar days.

I. Supply Chain Resiliency Plan

The contractor shall develop and submit within forty-five (45) calendar days of contract award, a comprehensive Supply Chain Resiliency Program that provides identification and reporting of critical components associated with the secure supply of drug substance, drug product, and work-in-process through to finished goods.

a) A critical component is defined as any material that is essential to the product or the manufacturing process associated with that product. Included in the definition are consumables and disposables associated with manufacturing. NOT included in the definition are facility and capital equipment.

Consideration of critical components includes the evaluation and potential impact of raw materials, excipients, active ingredients, substances, pieces, parts, software, firmware, labeling, assembly, testing, analytical and environmental componentry, reagents, or utility materials which are used in the manufacturing of a drug, cell banks, seed stocks, devices and key processing components and equipment. A clear example of a critical component is one where a sole supplier is utilized.

The contractor shall identify key equipment suppliers, their locations, local resources, and the associated control processes at the time of award. The Supply Chain Resiliency Plan shall address planning and scheduling for active pharmaceutical ingredients, upstream, downstream, component assembly, finished drug product and delivery events as necessary for the delivery of product.

a) Communication for these requirements shall be updated as part of an annual review, or as necessary, as part of regular contractual communications.

b) For upstream and downstream processing, both single-use and re-usable in-place processing equipment, and manufacturing disposables also shall be addressed. For finished goods, the inspection, labeling, packaging, and associated machinery shall be addressed taking into account capacity capabilities.

c) The focus on the aspects of resiliency shall be on critical components and aspects of complying with the contractual delivery schedule. Delivery methods shall be addressed, inclusive of items that are foreign-sourced, both high and low volume, which would significantly affect throughput and adherence to the contractually agreed deliveries.

The contractor shall articulate in the plan, the contractors methodology for inventory control, production planning, scheduling processes and ordering mechanisms, as part of those agreed deliveries.

a) Production rates and lead times shall be understood and communicated to the Contracting Officer or the Contracting Officer's Representative as necessary.

b) Production throughput critical constraints should be well understood by activity and by design, and communicated to contractual personnel. As necessary, communication should focus on identification, exploitation, elevation, and secondary constraints of throughput, as appropriate.

Reports for critical items should include the following information:

a)Critical Material
b)Vendor
c)Supplier, Manufacturing / Distribution Location
d)Supplier Lead Time
e)Shelf Life
f)Transportation / Shipping restrictions

The Contracting Officer or the Contracting Officer's Representative reserve the right to request un-redacted copies of technical documents provided in response to this section, during the period of performance, for distribution within the Government. Documents shall be provided within ten (10) calendar days after Contracting Officer issues the request. The Contractor may arrange for additional time if deemed necessary, and agreed to by the Contracting Officer.

II. Manufacturing Data Requirements

The Contractor shall submit within thirty (30) calendar days of contract award detailed data regarding project materials, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material; location and nature of work performed at manufacturing, processing, and fill/finish sites; and location and nature of clinical studies sites (it being understood that such information already has been provided). The Government may provide a table in tabular format for Contractor to be used to submit such data which would include but not be limited to the following:

-Storage/inventory of ancillary materials (vials, needles, syringes, etc.)
-Shipment of ancillary materials (vials, needles, syringes, etc.)
-Disposal of ancillary materials (vials, needles, syringes, etc.)
-Seed development or other starting material manufacturing
-Bulk drug substance and/or adjuvant production
-Fill, finish, and release of product or adjuvant
-Storage/inventory of starting materials, bulk substance, or filled/final product or adjuvant
-Stability information of bulk substance and/or finished product
-Shipment of bulk substance of final product
-Disposal of bulk substance or final product

III. Product Development Source Material and Manufacturing Reports and Projections

The Contractor shall submit a detailed spreadsheet regarding critical project materials that are sourced from a location other than the United States, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material; location and nature of work performed at manufacturing sites; and location and nature of clinical studies sites.
The Contractor will provide manufacturing reports and manufacturing dose tracking projections/actuals utilizing the COVID-19 Dose Tracking Templates, on any contract/agreement that is manufacturing product.

Reporting Procedures and Due Dates:

The Contractor shall submit a detailed spreadsheet regarding critical project materials that are sourced from a location other than the United States, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material and location and nature of work performed at manufacturing sites.

The Contractor will provide manufacturing reports and manufacturing dose tracking projections/actuals utilizing the COVID-19 Dose Tracking Templates or similar.

Reporting Procedures and Due Dates:
-Contractor will submit Product Development Source Material Report
-Within 1 month of contract award
-Within 1 month of substantive changes made to sources and/or materials
-On the 6th month contract anniversary, if no substantive changes have been made in the preceding 6 month period
-The Government will provide written comments to the Product Development Source Material and Manufacturing Report within 15 business days after the submission
-If corrective action is recommended, Contractor must address all concerns raised by the Government in writing
-Product Development and Source Material report to be submitted via spreadsheet; Dose Tracking can be completed via spreadsheet or other format (e.g. XML or JSON) as agreed to by USG and company.
-Contractor will update the Dose Tracking Template weekly during manufacturing campaigns (b) (4) during response operations (where a Public Health Emergency has been declared) and COVID-19 response, with the first deliverable submission within 15 calendar days of award

IV. Contractor Locations

The contractor shall submit detailed data regarding locations where work will be performed under this contract, including addresses, points of contact, and work performed per location, to include sub-contractors.
Contractor will submit Work Locations Report:

-Within 30 business days of contract award

-Within 30 business days after a substantive location or capabilities change

-Within 2 business days of a substantive change if the work performed supports medical countermeasure development that addresses a threat that has been declared a Public Health Emergency by the HHS Secretary or a Public Health Emergency of International Concern (PHEIC) by the WHO

Language for SOW Security Section (or Similar)

I. Access and General Protection/Security Policy and Procedures
This standard language text is applicable to ALL employees working on critical information related to Operation Warp Speed (OWS) with an area of performance within a Government controlled installation, facility or area. Employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The performer also shall provide all information required for background checks necessary to access critical information related to OWS, and to meet Government installation access requirements to be accomplished by installation Director of Emergency Services or Security Office. The workforce must comply with all personnel identity verification requirements as directed by the Government and/or local policy. In addition to the changes otherwise authorized by the changes clause of this agreement, should the security status of OWS change the Government may require changes in performer security matters or processes. In addition to the industry standards for employment background checks, the Contractor must be willing to have key individuals, in exceptionally sensitive positions, identified for additional vetting by the United States Government.

II. Operational Security (OPSEC)
The performer shall develop an OPSEC Standard Operating Procedure (SOP)/Plan within ninety (90)-calendar-days of project award to be reviewed and approved by the responsible Government OPSEC officer. This plan will be submitted to the COR for coordination of approvals. This SOP/Plan will include identifying the critical information related to this contract, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

III. Security Plan
The contractor shall develop a comprehensive security program that provides overall protection of personnel, information, data, and facilities associated with fulfilling the Government requirement. This plan shall establish security practices and procedures that demonstrate how the contractor will meet and adhere to the security requirements outlined below prior to the commencement of product manufacturing, and shall be delivered to the Government within 30 calendar days of award. The contractor shall also ensure all subcontractors, consultants, researchers, etc. performing work on behalf of this effort, comply with all Government security requirements and prime contractor security plans.

a) The Government will review in detail and submit comments within ten (10) business days to the Contracting Officer to be forwarded to the Contractor. The Contractor shall review the Draft Security Plan comments, and, submit a Final Security Plan to the U.S. Government within thirty (10) calendar days after receipt of the comments.

b) The Security Plan shall include a timeline for compliance of all the required security measures outlined by the Government.

c) Upon completion of initiating all security measures, the Contractor shall supply to the Contracting Officer a letter certifying compliance to the elements outlined in the Final Security Plan.

At a minimum, the Final Security Plan shall address the following items:

Security Requirements:

1. Facility Security Plan
Description: As part of the partner facilitys overall security program, the contractor shall submit a written security plan with their proposal to the Government for review and approval by Government security subject matter experts. The performance of work under the contract will be in accordance with the approved security plan. The security plan will include the following processes and procedures at a minimum:

Security Administration

-organization chart and responsibilities

-written security risk assessment for site

-threat levels with identification matrix (High, Medium, or Low)

-enhanced security procedures during elevated threats

-liaison procedures with law enforcement

-annual employee security education and training program

Personnel Security

-policies and procedures

-candidate recruitment process

-background investigations process

-employment suitability policy
-employee access determination
-rules of behavior/ conduct
-termination procedures
-non-disclosure agreements

Physical Security Policies and Procedures
-internal/external access control
-protective services
-identification/badging
-employee and visitor access controls
-parking areas and access control
-perimeter fencing/barriers
-product shipping, receiving and transport security procedures
-facility security lighting
-restricted areas
-signage
-intrusion detection systems
-alarm monitoring/response
-closed circuit television
-product storage security
-other control measures as identified

Information Security
-identification and marking of sensitive information
-access control
-storage of information
-document control procedures
-retention/ destruction requirements

Information Technology/Cyber Security Policies and Procedures
-intrusion detection and prevention systems
-threat identification
-employee training (initial and annual)
-encryption systems
-identification of sensitive information/media
-password policy (max days 90)
-lock screen time out policy (minimum time 20 minutes)
-removable media policy
-laptop policy
-removal of IT assets for domestic/foreign travel
-access control and determination
-VPN procedures
-WiFi and Bluetooth disabled when not in use
-system document control
-system backup
-system disaster recovery
-incident response
-system audit procedures
-property accountability

2. Site Security Master Plan
Description: The partner facility shall provide a site schematic for security systems which includes: main access points; security cameras; electronic access points; IT Server Room; Product Storage Freezer/Room; and bio-containment laboratories.

3. Site Threat / Vulnerability / Risk Assessment
Description: The partner facility shall provide a written risk assessment for the facility addressing: criminal threat, including crime data; foreign/domestic terrorist threat; industrial espionage; insider threats; natural disasters; and potential loss of critical infrastructure (power/water/natural gas, etc.) This assessment shall include recent data obtained from local law enforcement agencies. The assessment should be updated annually.

4. Physical Security

Description: Closed Circuit Television (CCTV) Monitoring
a) Layered (internal/external) CCTV coverage with time-lapse video recording for buildings and areas where critical assets are processed or stored.
b) CCTV coverage must include entry and exits to critical facilities, perimeters, and areas within the facility deemed critical to the execution of the contract.
c) Video recordings must be maintained for a minimum of 30 calendar days.
d) CCTV surveillance system must be on emergency power backup.
e) CCTV coverage must include entry and exits to critical facilities, perimeters, and areas within the facility deemed critical to the execution of the contract.
f) Video recordings must be maintained for a minimum of 30 calendar days.
g) CCTV surveillance system must be on emergency power backup.

Facility Lighting
a) Lighting must cover facility perimeter, parking areas, critical infrastructure, and entrances and exits to buildings.
b) Lighting must have emergency power backup.
c) Lighting must be sufficient for the effective operation of the CCTV surveillance system during hours of darkness.

Shipping and Receiving
a)Must have CCTV coverage and an electronic access control system.
b)Must have procedures in place to control access and movement of drivers picking up or delivering shipments.
c)Must identify drivers picking up Government products by government issued photo identification.

Access Control
a) Must have an electronic intrusion detection system with centralized monitoring.
b) Responses to alarms must be immediate and documented in writing.
c) Employ an electronic system (i.e., card key) to control access to areas where assets critical to the contract are located (facilities, laboratories, clean rooms, production facilities, warehouses, server rooms, records storage, etc.).
d) The electronic access control should signal an alarm notification of unauthorized attempts to access restricted areas.
e) Must have a system that provides a historical log of all key access transactions and kept on record for a minimum of12 months.
f) Must have procedures in place to track issuance of access cards to employees and the ability to deactivate cards when they are lost or an employee leaves the company.
g) Response to electronic access control alarms must be immediate and documented in writing and kept on record for a minimum of 12 months.
h) Should have written procedures to prevent employee piggybacking access
i) to critical infrastructure (generators, air handlers, fuel storage, etc.) should be controlled and limited to those with a legitimate need for access.
j) Must have a written manual key accountability and inventory process.
k) Physical access controls should present a layered approach to critical assets within the facility.

Employee/Visitor Identification
a) Should issue company photo identification to all employees.
b) Photo identification should be displayed above the waist anytime the employee is on company property.
c) Visitors should be sponsored by an employee and must present government issued photo identification to enter the property.
d) Visitors should be logged in and out of the facility and should be escorted by an employee while on the premises at all times.

Security Fencing
Requirements for security fencing will be determined by the criticality of the program, review of the security plan, threat assessment, and onsite security assessment.

Protective Security Forces
Requirements for security officers will be determined by the criticality of the program, review of the security plan, threat assessment, and onsite security assessment.

Protective Security Forces Operations
a) Must have in-service training program.
b) Must have Use of Force Continuum.
c) Must have communication systems available (i.e., landline on post, cell phones, handheld radio, and desktop computer).
d) Must have Standing Post Orders.
e) Must wear distinct uniform identifying them as security officers.

5. Security Operations
Description: Information Sharing
a) Establish formal liaison with law enforcement.
b) Meet in person at a minimum annually. Document meeting notes and keep them on file for a, minimum of 12 months. POC information for

LE Officer that attended the meeting must be documented.
c) Implement procedures for receiving and disseminating threat information.

Training
a) Conduct new employee security awareness training.
b) Conduct and maintain records of annual security awareness training.

Security Management
a) Designate a knowledgeable security professional to manage the security of the facility.
b) Ensure subcontractor compliance with all Government security requirements.

6. Personnel Security
Description:
Records Checks
Verification of social security number, date of birth, citizenship, education credentials, five-year previous employment history, five-year previous residence history, FDA disbarment, sex offender registry, credit check based upon position within the company; motor vehicle records check as appropriate; and local/national criminal history search.

Hiring and Retention Standards
a) Detailed policies and procedures concerning hiring and retention of employees, employee conduct, and off boarding procedures.
b) Off Boarding procedures should be accomplished within 24 hour of employee leaving the company. This includes termination of all network access.

7. Information Security
Description:

Physical Document Control
a) Applicable documents shall be identified and marked as procurement sensitive, proprietary, or with appropriate government markings.
b) Sensitive, proprietary, and government documents should be maintained in a lockable filing cabinet/desk or other storage device and not be left unattended.
c) Access to sensitive information should be restricted to those with a need to know.

Document Destruction Documents must be destroyed using approved destruction measures (i.e, shredders/approved third party vendors / pulverizing / incinerating).

8. Information Technology & Cybersecurity
Description:

Identity Management
a) Physical devices and systems within the organization are inventoried and accounted for annually.
b) Organizational cybersecurity policy is established and communicated.
c) Asset vulnerabilities are identified and documented.
d) Cyber threat intelligence is received from information sharing forums and sources.
e) Threats, vulnerabilities, likelihoods, and impacts are used to determine risk.
f) Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users and processes.
g) Users, devices, and other assets are authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals security and privacy risks and other organizational risks)

Access Control
a) Limit information system access to authorized users.
b) Identify information system users, processes acting on behalf of users, or devices and authenticate identities before allowing access.
c) Limit physical access to information systems, equipment, and server rooms with electronic access controls.
d) Limit access to/ verify access to use of external information systems.

Training
a) Ensure that personnel are trained and are made aware of the security risks associated with their activities and of the applicable laws, policies, standards, regulations, or procedures related to information technology systems.

Audit and Accountability
a) Create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate system activity. Records must be kept for minimum must be kept for 12 months.

b) Ensure the actions of individual information system users can be uniquely traced to those users.
c) Update malicious code mechanisms when new releases are available.
d) Perform periodic scans of the information system and real time scans of files from external sources as files are downloaded, opened, or executed.

Configuration Management
a) Establish and enforce security configuration settings.
b) Implement sub networks for publically accessible system components that are physically or logically separated from internal networks.

Contingency Planning
a) Establish, implement, and maintain plans for emergency response, backup operations, and post-disaster recovery for information systems to ensure the availability of critical information resources at all times.

Incident Response
a) Establish an operational incident handling capability for information systems that includes adequate preparation, detection, analysis, containment, and recovery of cybersecurity incidents. Exercise this capability annually.

Media and Information Protection
a) Protect information system media, both paper and digital.
b) Limit access to information on information systems media to authorized users.
c) Sanitize and destroy media no longer in use.
d) Control the use of removable media through technology or policy.

Physical and Environmental Protection
a) Limit access to information systems, equipment, and the respective operating environments to authorized individuals.
b) Intrusion detection and prevention system employed on IT networks.
c) Protect the physical and support infrastructure for all information systems.
d) Protect information systems against environmental hazards.
e) Escort visitors and monitor visitor activity.

Network Protection
Employ intrusion prevention and detection technology with immediate analysis capabilities.

9. Transportation Security
Description: Adequate security controls must be implemented to protect materials while in transit from theft, destruction, manipulation, or damage.
Drivers
a) Drivers must be vetted in accordance with Government Personnel Security Requirements.
b) Drivers must be trained on specific security and emergency procedures.
c) Drivers must be equipped with backup communications.
d) Driver identity must be 100 percent confirmed before the pick-up of any Government product.
e) Drivers must never leave Government products unattended, and two drivers may be required for longer transport routes or critical products during times of emergency.
f) Truck pickup and deliveries must be logged and kept on record for a minimum of 12 months.

Transport Routes
a) Transport routes should be pre-planned and never deviated from except when approved or in the event of an emergency.
b) Transport routes should be continuously evaluated based upon new threats, significant planned events, weather, and other situations that may delay or disrupt transport.

Product Security
a) Government products must be secured with tamper resistant seals during transport, and the transport trailer must be locked and sealed.
Tamper resistant seals must be verified as secure after the product is placed in the transport vehicle.
b) Government products should be continually monitored by GPS technology while in transport, and any deviations from planned routes should be investigated and documented.
c) Contingency plans should be in place to keep the product secure during emergencies such as accidents and transport vehicle breakdowns.

10. Security Reporting Requirements
Description: The partner facility shall notify the Government Security Team within 24 hours of any activity or incident that is in violation of established security standards or indicates the loss or theft of government products. The facts and circumstances

associated with these incidents will be documented in writing for government review.

11. Security Audits
Description: The partner facility agrees to formal security audits conducted at the discretion of the government. Security audits may include both prime and subcontractor.

*** END OF NARRATIVE F0001 ***

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
0001AA	CB1RD45726	2	S.0074658.5.31.1	AA	$	(b) (4)
0001AB	CB1RD26995	2	S.0074658.5.31	AB	$	(b) (4)
0002AA	CB1RD60238	2	S.0074658.5.31.2	AC	$	(b) (4)
0002AB	CB1RD59428	2	S.0074658.5.31.3	AD	$	(b) (4)
0003	CB1RD47628	2	S.0074658.5.31.2	AE	$	(b) (4)
				TOTAL	$	2,011,282,500.00

ACRN	ACCOUNTING CLASSIFICATION					OBLIGATED AMOUNT
AA	021 202120222040	A5XAH 654807849FL8D	255Y L071245726 S.0074658.5.31.1	021001	$	(b) (4)
AB	021 202120222040	A5XAH 654807849FL8D	255Y L071226995 S.0074658.5.31	021001	$	(b) (4)
AC	021 202120222040	A5XAH 654807849FL8D	255Y L071260238 S.0074658.5.31.2	021001	$	(b) (4)
AD	021 202120222040	A5XAH 654807849FL8D	255Y L071259428 S.0074658.5.31.3	021001	$	(b) (4)
AE	021 202120222040	A5XAH 654807849FL8D	255Y L071247628 S.0074658.5.31.2	021001	$	(b) (4)
				TOTAL	$	2,011,282,500.00

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION			
0001AA	AA	021 202120222040	A5XAH 654807849FL8D	255Y L071245726 S.0074658.5.31.1	021001
0001AB	AB	021 202120222040	A5XAH 654807849FL8D	255Y L071226995 S.0074658.5.31	021001
0002AA	AC	021 202120222040	A5XAH 654807849FL8D	255Y L071260238 S.0074658.5.31.2	021001
0002AB	AD	021 202120222040	A5XAH 654807849FL8D	255Y L071259428 S.0074658.5.31.3	021001
0003	AE	021 202120222040	A5XAH 654807849FL8D	255Y L071247628 S.0074658.5.31.2	021001

	Regulatory Cite	Title	Date
1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov ; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/ .

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice (Contractor Only)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice as 2-in-1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	W90ZQ2
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6) [redacted] @mail.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SPECIAL CONTRACT REQUIREMENTS
MANDATORY OPSEC CLAUSE

I. Disclosure of Information
Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information obtained under performance of this contract, except authorized by Government personnel or upon written approval of the Contracting Officer in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.
The Contractor shall comply with all Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Governments rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractors employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activitys security or interrupt the continuity of its operations.

II. RESERVED

III. Publications and Publicity
A. Neither Pfizer nor the Government shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Contract, the transactions contemplated by it, or the relationship between Pfizer and the Government hereunder, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

(b) (4) [redacted] .

C. Unless authorized in writing by the Contracting Officer, Pfizer shall not display Government logos including Operating Division or Staff Division logos on any publications. Unless authorized in writing by Pfizer, the Government shall not display Pfizer logos on any publications.

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

IV. Confidentiality of Information
A. Confidential Information, as used in this Article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

B. The Contracting Officer and Pfizer may, by mutual consent, identify elsewhere in this Contract specific information and/or categories of information which the Government will furnish to Pfizer or that Pfizer is expected to generate which is confidential. Similarly, the Contracting Officer and Pfizer may, by mutual consent, identify such Confidential Information from time to time during the Period of Performance. Failure to agree will be settled pursuant to FAR 52.233-1 the Disputes clause.

C. If it is established elsewhere in this Contract that information to be utilized under this Contract, or a portion thereof, is subject to the Privacy Act, Pfizer will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

D. The Receiving Party shall not directly or indirectly, divulge or reveal to any person or entity any Confidential Information of another Party without the Disclosing Partys prior written consent, or use such Confidential Information except as permitted under this Contract. Confidential Information shall be subject to the same prohibitions on disclosure as provided for under FAR Part 24.202. Further, any reproduction of Confidential Information or portions thereof that is disseminated within the Government, CMF, or Pfizer, shall be shared strictly on a need to know basis for the purposes of this Contract and is subject to the restrictions of this provision. In addition to the above, Confidential Information is subject to the protections of the Trade Secrets Act as well as any other remedies available under this Contract or the law.

E. Such obligation of confidentiality shall not apply to information which the Receiving Party can demonstrate through competent evidence: (i) was at the time of disclosure in the public domain; (ii) has come into the public domain after disclosure through no breach of this contract; (iii) was known to the Receiving Party prior to disclosure thereof by the Disclosing Party; (iv) was lawfully disclosed to the Receiving Party by a Third Party which was not under an obligation of confidence to the Disclosing Party with respect thereto; (v) was approved for public release by prior written permission of the Disclosing Party; or (vi) required by law or regulation to be disclosed, provided, however, that the Receiving Party has provided written notice to the disclosing party promptly so as to enable such disclosing party to seek a protective order or otherwise prevent disclosure of such information.

F. Whenever Pfizer is uncertain with regard to the proper handling of material under the Contract, or if the material in question is subject to the Privacy Act or is Confidential Information subject to the provisions of this Article, Pfizer shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

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

H. The provisions of paragraph (D) of this Article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

I. The obligations of the Receiving Party under this Article shall continue for a period of (b) (4) [redacted] from conveyance of the Confidential Information.

*** END OF NARRATIVE H0001 ***

Addenda to FAR 52.212-4

Not withstanding the indication of NONE in Block 1 of the SF1449, this is a rated order. The rating is DO HR.

HEALTH RESOURCE PRIORITY AND ALLOCATIONS SYSTEM (HRPAS)

In order to ensure the success of Pfizer's efforts, a priority rating is incorporated into the contract for the procurement of raw materials, consumables, repair parts, and major end item assemblies by Pfizer under Title I of the HRPAS.

Priority Rating: Defense Production Act (DPA) Title I DO-HR

Each rated order executed by Pfizer must include the following:

(a) The priority rating: DPA Title I DO-HR;
(b) A required delivery date or dates. The words immediately or as soon as possible do not constitute a delivery date;
(c) The written signature on a manually placed order, or the digital signature or name on an electronically placed order, of an individual authorized to sign rated orders for the person placing the order; and
(d) A statement that reads in substance:
(1) This is a rated order certified for national defense use, and you are required to follow all the provisions of the Health Resources Priorities and Allocations System regulation at 45 CFR part 101.
(2) If the rated order is placed in support of emergency preparedness requirements and expedited action is necessary and appropriate to meet these requirements, the following sentences should be added following the statement set forth in paragraph (d)(1) of this section:
(i) This rated order is placed for the purpose of emergency preparedness. It must be accepted or rejected within two (2) days after receipt of the order if:
A. The order is issued in response to a hazard that has occurred; or
B. If the order is issued to prepare for an imminent hazard, as specified in HRPAS Section 101.33(e)

Addendum to FAR 52.212-4(m): The following language is hereby incorporated into clause FAR 52.212-4, Terms and Conditions - Commercial Items, subparagraph (m), Termination for Cause: If the Government contemplates a termination for cause, the contracting officer shall give the contractor written notice specifying the failure and providing a period of 30 days (or longer period as necessary) in which to cure the failure. Upon expiration of the 30 days (or longer period), the contracting officer may issue a notice of termination for default unless it is determined that the failure to perform has been cured.

(b) (4) [redacted]

(b) (4) [redacted]

(b) (4) [redacted]

Addendum to FAR 52.212-4(p): The following language is hereby incorporated into clause FAR 52.212-4, Terms and Conditions - Commercial Items, subparagraph (p), Limitation of Liability:
In addition to the protections afforded under the PREP Act discussed above, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. Except for Pfizers obligation to pay any amounts that become due and payable to McKesson by Pfizer pursuant to the terms of the Pfizer/McKesson agreement governing the kits, Pfizer shall have no liability whatsoever for any action or failure by McKesson to assemble, ship, or otherwise deliver kits. Pfizer will, however, retain risk of physical loss of diluent provided to McKesson until the ship-to site accepts delivery of the kit, and, in the event of any such loss, will provide an equal number of replacement vials of diluent to McKesson for kitting at no additional cost to the Government. The Government agrees and acknowledges that the kits and their components (including, without limitation, the diluent) will be used to enable administration of the vaccine. It is expected that the ship-to sites will contact McKessons customer service in the event that a ship-to site receives a kit that is defective, damaged, or if there is a shortage in the number of kits received.
(b) (4) [redacted]

The following language is added as addenda to FAR 52.212-4:

Excusable Delays Due to COVID-19

The parties recognize that the global pandemic caused by COVID-19 has had a significant impact on the availability of certain suppliers and other resources necessary to produce certain pharmaceutical and related products, including the diluent. Accordingly, notwithstanding any provision to the contrary herein, the Contractor shall not be liable for default if nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, as contemplated in FAR 52.212-4(f). For avoidance of doubt, occurrences beyond the reasonable control of the Contractor and without its fault or negligence also include supply chain disruptions arising from or related to the COVID-19 pandemic and the availability of materials for performance of this Contract. In the event of an excusable delay caused by a supply chain disruption arising from or related to the COVID-19 pandemic and the availability of materials for performance of this Contract, Contractor shall follow the procedures at FAR 52.212-4(f).

(b) (4) [redacted]

Controlled Unclassified Information (CUI)

To the extent there is CUI delivered under the contract, it will be (1) clearly labeled by the Government and (2) sent only to a designated secure reading room for which Pfizer will provide the Government with instructions and contact information. Additionally, CUI obtained will only be within limited categories, agreed by the parties prior to any exchange of CUI under the agreement, and under no circumstances will ITAR export-controlled information be provided to Pfizer. Pfizer shall handle CUI in accordance with company practice applied to commercial confidential information. For purposes of this contract, handling of CUI in accordance with Contractor practice is deemed to satisfy the requirements of DFARS 252.204-7012.

PREP Act

In accordance with the Public Readiness and Emergency Preparedness Act (PREP Act), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. \'a7 247d-6d and 42 U.S.C. \'a7 247d-6e), as well as the Secretary of HHSs Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012, and on June 8, 2020, 85 Fed. Reg 34740 and on August 24, 2020, 85 Fed. Reg 52136 (together, the Prep Act Declaration):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of Covered Countermeasures for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Pfizers performance of this Agreement falls within the scope of the Recommended Activities for responding to the COVID-19 public health emergency in accordance with Section III of the PREP Act Declaration; and

(iii) Pfizer is a Covered Person per Section V of the PREP Act Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. Section 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the Prep Act Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this Agreement, as long as Pfizers activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.
The Government may not use, or authorize the use of, any products or materials provided under this Agreement or that are provided in connection with the administration of the Pfizer vaccine, unless such use occurs in the United States (or a U.S. territory where U.S. law applies including, but not limited to, embassies, military installations and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Pfizer prior to use and, if the Parties disagree on such use, the dispute will be resolved according to FAR 52.212-4(d).

Government Program Pricing

The price per dose in this contract was established per Operation Warp Speed and in light of the COVID-19 pandemic, and thus is specific to this contract only. This price shall not serve as the basis for pricing under any separate government contracts between Pfizer and HHS, the Department of Defense, or any other Department or agency of the Government by application of most favored customer, most favored nation, or any other contract or program-specific terms.

Inspection and Acceptance Section Clause Addenda

For the purposes of this contract, FAR 52.246-2 and FAR 52.246-16 are superseded in their entirety by SOW Section C.6.

Addenda to DFARS 252.204-7003

This contract does not include the acquisition of "government personnel work product" per DFARS 252.204-7003.

(b) (4) [redacted]

*** END OF NARRATIVE H0002 ***

Name of Offeror or Contractor: PFIZER INC.

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
2	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
3	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
4	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
5	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
6	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
7	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
8	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
9	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
10	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
11	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	DEC/2019
12	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
13	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
14	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
15	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
16	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
17	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
18	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2020
19	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
20	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	NOV/2020

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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 (Jun 2020), 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 (Jun 2020) (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 (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (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).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (iii) Alternate II (Nov 2011) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020)(15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

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

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (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 (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Jun 2020) of 52.219-9.

___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020)(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 Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)(15 U.S.C. 657 f)

___ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020)(15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAY 2020) of 52.219-28.

___ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

___ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

___ (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (28) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

___ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

___ (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (35)(i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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).

___ (36) 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.)

___ (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 (June, 2016) (E.O. 13693).

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

___ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-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[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

___ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

___ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
___ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
___ (46) 52.223-21, Foams (June, 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.

___ (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 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (51) 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).

___ (52) 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).

___ (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) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

_X_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

___ (63)(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.

___(iii) Alternate II (Feb 2006) 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) 52.222-41, Service Contract Labor Standards (Aug 2018) (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) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 Contractors 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 (Jun 2020) (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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 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).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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)

21 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM MAR/1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. (b) (4) [redacted]

(End of Clause)

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LISTS	22-DEC-2020	009	EMAIL
Attachment 0001	DISCLOSURE OF LOBBYING ACTIVITIES		002	EMAIL
Attachment 0002	PFIZER, INC. SUBCONTRACTING PLAN	01-MAR-2020	014	EMAIL

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348 0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _ _

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348 0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046), Washington, DC 20503.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT D CODE	PAGE 1 OF PAGES 14

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
P00310	03-01-2020		20-2136

6. ISSUED BY CODE 003B6B

Department of Veterans Affairs
OPAL / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

7. ADM NISTERED BY (If other than Item 6) CODE 003B6B

Department of Veterans Affairs
OPAL / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and Z P Code)

PFIZER INC.
PFIZER

235 E 42ND ST

NEW YORK NY 10017

CODE 86491 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NUMBER

[ ] 9B. DATED (SEE ITEM 11)

[X] 10A. MODIFICATION OF CONTRACT/ORDER NUMBER V797D-40269

10B. DATED (SEE ITEM 13) 11-01-2014

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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by 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. ACCOUNT NG AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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 N ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADM NISTRATIVE 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) 52.219-9 Small Business Subcontracting Plan

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 0 _____ copies to the issuing office.

14. DESCR PTION OF AMENDMENT/MOD FICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

65IB Small Business Subcontracting Plan for 2020.

This unilateral modification is being issued to incorporate the approved Commercial and Company-Wide Small Business Subcontracting Plan into FSS contract referenced in Block 10A. Although the effective date of this modification is 03/01/2020, the effective period of the plan is from 01/01/2020 to 12/31/2020.
The plan consists of 13 pages and is attached hereto.

Except as provided herein, all terms and conditions of the document referenced in tem 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 CONTRACT NG OFFICER (Type or print)
(b) (6)
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

(b) (6)

(b) (6)
acting Officer)

SMALL BUSINESS SUBCONTRACTING PLAN

(Model Outline* – Template Revised 4/1/2019)

** This template is a **suggested** model for use when formulating a subcontracting plan pursuant to the requirements at FAR 52.219-9(d). While this model plan has been designed to be consistent with FAR 52.219-9, other formats may be acceptable. However, failure to include the essential information as set forth in this model may be cause for either a delay in acceptance or the rejection of an offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9 or that may appear in the Government's solicitation. "SUBCONTRACT," as used in 52.219-9, **refers to your external company spend**, meaning any agreement (other than one involving an employer-employee relationship) entered into by a federal government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

SUBCONTRACTING PLAN PERIOD: January 1, 2020 – December 31, 2020

Individual plans should cover the entire period of performance, and commercial plans should coincide with the company's fiscal year. In the event your company's fiscal year is for a period that will end before the contract periods of any federal contracts you hold which include the requirement to have a small business subcontracting plan, **you will be required to submit a new subcontracting plan for approval thirty (30) days prior to expiration of the existing subcontracting plan.** In the event an acceptable plan cannot be negotiated prior to expiration of the existing subcontracting plan, your contract(s) may be terminated.

DATE SUBMITTED: November 14, 2019, Revised January 30, 2020

NAME OF PLANHOLDER: Pfizer Inc.

SUBSIDIARIES INCLUDED: Greenstone, LLC. and Hospira Worldwide, LLC

ADDRESS: 235 E. 42nd Street, New York, NY 10017

_____

_____

_____

ITEM/SERVICE TYPE: Pharmaceutical and Medicine Manufacturing.

1. TYPE OF PLAN

Select only one of the following plan types (a or b), listing the total estimated dollar value of all planned subcontracting (to all types of business concerns, both **large and small**). Per 13 CFR 125.3(a)(1)(iii), **the following categories should not be included in the total subcontracting spend base in #1, the proposed goals in #2, nor in the categories of spend listed in #3:** internally generated costs such as salaries and wages; employee insurance; other employee benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; Original Equipment Manufacturer relationships during warranty periods (negotiated up front with product); utilities such as electricity, water, sewer, and other services purchased from a municipality or solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. Utility companies may be eligible for additional exclusions unique to their industry, which may be approved by the contracting officer on a case-by-case basis.

a) **Individual Plan** (This Contract Only) Contract #/Solicitation #

Total value of projected subcontracts (both **large and small** businesses)

Base Period $ _____ 5-Year Option $ _____

Total Contract Value (including options) $ _____

*Separate goals **must** be included for each option period (see #2 and chart on last page)

b) **Commercial Plan *(select one of the following plan types)*:**

☒ **Company-wide** *or* ☐ **Division-wide**

Total value of projected subcontracts (both **large and small** businesses) $(b) (4)

Total projected sales $(b) (4) (Subcontracts Represent (b) (4) of Total Annual Sales)

State separate dollar and percentage goals, expressed in terms of **percentages of the total available subcontracting dollars** listed in the previous section in #1.

Commercial plans must complete 2a below with 1-year goals, and individual plans must complete 2b below with two separate 5-year goals. Complete only 2a OR 2b, as applicable. Round percentage goals to one decimal place (X.x%).

2a. GOALS FOR COMMERCIAL PLANS (1-Year Goals)

a) Total estimated dollar value and percent of planned subcontracting with **small businesses (SB)** (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns: $(b) (4) [redacted]

b) Total estimated dollar value and percent of planned subcontracting with **veteran-owned small businesses (VO)**: $(b) (4) [redacted]

c) Total estimated dollar value and percent of planned subcontracting with **service-disabled veteran-owned small businesses (SDVO)** (Note: This is a subset of veteran-owned): (b) (4) [redacted] and (b) (4) [redacted]

d) Total estimated dollar value and percent of planned subcontracting with **small disadvantaged businesses (SDB)** (including ANCs and Indian tribes): (b) (4) [redacted] and (b) (4) [redacted]

e) Total estimated dollar value and percent of planned subcontracting with **women-owned small businesses (WO)**: $(b) (4) [redacted]

f) Total estimated dollar value and percent of planned subcontracting **with HUBZone small businesses (HUB)**: $(b) (4) [redacted]

2b. GOALS FOR INDIVIDUAL PLANS (Two, Five-Year Goals)

a) Total estimated dollar value and percent of planned subcontracting with **small businesses (SB)** (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns:
Base (5-years): $_____ & _____% & 5-Year Option: $_____& _____%

b) Total estimated dollar value and percent of planned subcontracting with **veteran-owned small businesses (VO)**:
Base (5-years): $_____ & _____% & 5-Year Option: $_____& _____%

c) Total estimated dollar value and percent of planned subcontracting with **service-disabled veteran-owned small businesses (SDVO)** (Note: This is a subset of veteran-owned):
Base (5-years): $_____ & _____% & 5-Year Option: $_____& _____%

d) Total estimated dollar value and percent of planned subcontracting with **small disadvantaged businesses (SDB)** (including ANCs and Indian tribes):
Base (5-years): $_____ & _____% & 5-Year Option: $_____& _____%

e) Total estimated dollar value and percent of planned subcontracting with **women-owned small businesses (WO)**:
Base (5-years): $_____ & _____% & 5-Year Option: $_____& _____%

f) Total estimated dollar value and percent of planned subcontracting **with HUBZone small businesses (HUB)**:
Base (5-years): $_____ & _____% & 5-Year Option: $_____& _____%

3. PRODUCTS AND/OR SERVICES

The types of products and/or services to be subcontracted are:

(b) (4)

4. GOAL DEVELOPMENT

The following method was used in developing the subcontracting goals:

(b) (4)

5. IDENTIFYING POTENTIAL SOURCES

The following methods were used to identify potential sources for solicitation purposes (See FAR 52.219-9(d)(5) for examples of methods that may be used.):

We utilize the following databases and source lists to identify small business, veteran-owned small business, service-disabled veteran-owned small business, HubZone small business, small disadvantaged business and women owned small business concerns:

Internal supplier lists

SBA Dynamic Small Business Search http://dsbs.sba.gov

System for Award Management www.sam.gov

NMSDC Central http://www.nmsdc.org/nmsdc-central/

WBENC www.wbenc.org

National Gay & Lesbian Chamber of Commerce www.nglcc.com

US Hispanic Chamber of Commerce www.ushcc.com

US Pan Asian American Chamber of Commerce www.uspaacc.com

Diversity Alliance for Science www.diversityallianceforscience.com

Office of Small and Disadvantaged Business Utilization - Veteran http://www.vetbiz.gov/

We support multiple organizations and on an annual basis, attend a multitude of events in attempt to locate sources that are small business concerns. In 2019, we attended the following:

Organization/Month/Event:

DisabilityIN/July/National Conference

Diversity Alliance for Science (DA4S)/Feb/DA4S West Conference

DA4S/Jun/DA4S East Conference

DA4S/Oct/DA4S GeoCluster Conference

Eastern Minority Supplier Development Council (EMSDC)/Jul/Youth Entrepreneur Scholarship Golf

EMSDC/Sept/Conference & Business Exchange

Elite SDVOB/Aug/National Conference

Greater New England Minority Supplier Development Council (GNEMSDC)/Jun/Matchmaking

GNEMSDC/Jul/Supplier Diversity Golf Classic

GNEMSDC/Sept/Business Opportunity Conference & Expo

HUBZone Contractors National Council/Sept/National Conference

Institute for Supply Management (ISM) CT/Feb/ISM Supplier Diversity Panel & Networking

National LBGT Chamber of Congress (NGLCC) /Aug/International Business & Leadership Conference

National Minority Supplier Development Council (NMSDC)/May/CPO/Corporate Plus Summit

NMSDC/Jul/Corporate Plus

NMSDC/Oct/National Conference & Business Exchange

NY/NJ Minority Supplier Development Council (NYNJMSDC) /Jun/Networking for Scholarships

NYNJ MSDC/Aug/Business Exchange

NYNJMSDC/Sept/Business Exchange

NYNJMSDC/Nov/Business Exchange

Pfizer hosted targeted Matchmaking/Apr/Matchmaking for Marketing Agency suppliers

Pfizer/Aug/Matchmaking for Professional Services suppliers

Women Business Enterprise Council (WBEC)/Jun/WBEC East Panel

Women's Business Enterprise National Council (WBENC)/Mar/Summit & Salute Conference

WBENC/Jun/National Conference & Business Fair

WEConnect International/Jun/International Day Conference

Women Presidents' Educational Organization (WPEO)/Apr/Pfizer hosted Female Founders Panel & Networking

WPEO/Jul/Primes & Tier 2

Veterans in Business Network (VIB)/Oct/Annual Conference

We also provide internal presentations to inform colleagues about small businesses. We include supplier diversity content in our onboarding training to colleagues that are new to Procurement.

6. INDIRECT COSTS

(b) (4) [redacted] been included in the dollar and percentage subcontracting goals stated above. (Check one.)

If "have been" is checked (and you are proposing an individual plan), explain the method used in determining the proportionate share of indirect costs to be incurred with small business (including Alaska Native Corporations and Indian tribes), veteran-owned small business, service-disabled veteran-

owned small business, small disadvantaged business (including ANCs and Indian tribes), women-owned small business, and HUBZone small business concerns. *Note: Commercial planholders who choose to include indirect costs will not need to provide the aforementioned explanation because the costs will be applied at 100%.*

7. PROGRAM ADMINISTRATOR

The following individual will administer the subcontracting program:

NAME: (b) (4)

TITLE:

ADDRESS:

TELEPHONE

E-MAIL:

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

(b) (4)

In 2019, Pfizer's Supplier Diversity Program received the following awards and recognitions:

Top Corporation of the Year awarded by WBENC for the past consecutive 14 years

Best of the Best 2019 Award sponsored by NGLCC, USBLN, WBENC

Corporate Opportunity Award from WPEO

(b) (4) responsibilities include, but are not limited to:

(b) (4)

(b) (4)

[redacted]

8. **EQUITABLE OPPORTUNITY**

The following good faith efforts (internal and external) will be taken to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business, women-owned small business, and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts:

External:

(b) (4)

Internal:

(b) (4)

9. FLOW-DOWN CLAUSE

The offeror agrees that the FAR clause of this contract entitled "Utilization of Small Business Concerns" (52.219-8) will be included in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of FAR clause 52.219-9 Small Business Subcontracting Plan.

NOTE: See exceptions listed in FAR 52.219-9(j).

10. REPORTING & COOPERATION

The offeror agrees to

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of FAR 52.219-9 using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with 52.219-9, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique identity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique identity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

11. RECORDKEEPING

The following is a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000 ***(Note: As of the publication of this template, the threshold of $150,000 has been revised by some agencies via a deviation to either reflect "$250,000" or to reference "the simplified acquisition threshold" rather than referring to a specific dollar amount.)***, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
(D) Whether HUBZone small business concerns were solicited and, if not, why not;
(E) Whether small disadvantaged business concerns were solicited and, if not, why not;
(F) Whether women-owned small business concerns were solicited and, if not, why not; and
(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—
(A) Trade associations;
(B) Business development organizations;
(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through–
(A) Workshops, seminars, training, etc.; and
(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

12 & 13. UTILIZATION OF SMALL BUSINESS CONCERNS USED IN BID/PROPOSAL

12. The offeror agrees to make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

13. The Contractor agrees to provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (12) above. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

14. SUBCONTRACTOR DISCUSSIONS WITH CO

The Contractor agrees not to prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

15. PROMPT PAYMENT OF SMALL BUSINESS SUBCONTRACTORS

The Contractor agrees to pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see FAR 52.242-5).

*Signed: (b) (4) Date Signed: Jan·30,2020

Typed Name: (b) (4) Title: (b) (4)

Please note that at this time we cannot accept any form of electronic or digital signatures. We require that your e-mailed plan submission be a scanned copy of a wet signature.

Plan Approval Signature (Government Official)

Typed Name of Government Approver **Date**

Approved

(b) (6)

COMMERCIAL PLANS: SUMMARY OF GOALS

This page is for ***commercial plans ONLY.***

Entries below should match your responses in #1 and #2a at the beginning of the template.

Round percentages to one decimal place (X.x%) and dollar figures to the nearest whole dollar.

	Prior Year Goals	Prior Year Achievements*	Current Goals
1. Total Subcontracting Dollars (both large & small businesses)	(b) (4)		
2a. Small Business Dollars			
SB Percent of Line 1			
2b. Small Veteran-owned Dollars			
VO Percent of Line 1			
2c. Service-Disabled Veteran-Owned Dollars			
SDVO Percent of Line 1			
2d. Small Disadvantaged Dollars			
SDB Percent of Line 1			
2e. Small Women-owned Dollars			
WO Percent of Line 1			
2f. HUBZone Small Business Dollars			
HUB Percent of Line 1			

** If total prior year contract achievements are not available, use actual figures and estimate/prorate balance. Achievements based on Government's Fiscal Year while Goals are based on Company's Fiscal Year.*