Board Office Use: **Legislative File Info.**	
File ID Number	21-2450
Introduction Date	October 13, 2021
Enactment Number	21-1674
Enactment Date	10/13/2021 CJH

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff

Meeting Date October 13, 2021

Subject Approve Contract with Abbott Rapid Dx North America LLC and Resolution No. 2122-0109 Authorizing Use of Sole Source Exception to Public Bidding

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Action Approve Contract with Abbott Rapid Dx North America LLC and Resolution No. 2122-0109 Authorizing Use of Sole Source Exception to Public Bidding

Background & Discussion The Board of Education, via Resolution No. 2122-0003 - Requiring COVID-19 Testing At All School Sites, has directed the District to provide biweekly testing at each school site, with priority for unvaccinated students, schools in higher-transmission zip codes, and while maintaining the District's current Rapid Response testing systems (which provide, among other things, the testing necessary for modified quarantine). The California Department of Public Health ("CDPH") has selected and approved the Abbott Binax tests for Rapid Antigen testing, but the State has been experiencing testing supply shortages. As stated by CDPH in a communication to participating districts on September 17, 2021: "Due to a recent high demand for testing and a nationwide shortage of Abbott BinaxNOW tests, many organizations interested in the CDPH Rapid Antigen Testing Program were notified about delays in shipping out antigen kits. We want to reassure you that CDPH is receiving a limited supply of antigen kits from Abbott each week and that these kits are prioritized for K-12 schools." As such, the District is purchasing tests directly from Abbott to ensure we have a stable supply of tests for our community.

Fiscal Impact Not to exceed $1,440,514.73
Resource 3212, ESSER II

Attachment(s)
- Resolution No. 2122-0109 – Authorizing Use of Sole Source Exception for Abbott Rapid Dx North America LLC
- VA FSS Contract 36F79721D0073
- PO22-01380

RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2122-0109

AUTHORIZING USE OF SOLE SOURCE EXCEPTION TO PUBLIC BIDDING FOR CONTRACT WITH ABBOTT RAPID DX NORTH AMERICA LLC

WHEREAS, the Oakland Unified School District ("District") has a need to contract with Abbott Rapid Dx North America LLC for COVID-19 tests;

WHEREAS, the contemplated contract is in an amount of $1,440,514.73;

WHEREAS, under Public Contracts Code section 20111, a contract in this amount would ordinarily require competitive bidding;

WHEREAS, one exception to this competitive bidding requirement is the "sole source" exception, which applies where there is only one supplier of a needed good or service (*Los Angeles Gas & Electric Corporation v. Los Angeles* (1920) 188 Cal. 307; *Hodgeman v. City of San Diego* (1942) 53 Cal.App.2d 610; *County of Riverside v. Whitlock* (1972) 22 Cal.App.3d 863); and

WHEREAS,

- The Board of Education has directed staff to set up biweekly testing at all OUSD school sites,
- The California Department of Public Health has only one Rapid Antigen test approved for use in school districts under a Clinical Laboratory Improvement Amendments waiver, which is the Abbott Binax Now test,
- The California Department of Public Health has contracted with only one lab for processing COVID-19 PCR tests, which is the Valencia Branch Lab (VBL), "a public health laboratory managed and operated by PerkinElmer with the help of various partners. It provides affordable COVID-19 testing support with result turn around time within 24-48 hours of the specimen being received by the laboratory",
- On January 4, 2021, the Veteran's Administration "executed an FSS procurement and awarded a contract, 36F79721 D0073, under schedule 65VII, lnvitro Diagnostic, Reagents, Test Kits & Sets for Abbott's BinaxNOW COVID-19 test," communicating that "due to the unprecedented and unforeseen circumstances of current surges in infections, that have arisen during this stage of the COVID-19 pandemic, it is not practical to seek full and open competition for this diagnostic equipment at this time, as increased global demand on the worldwide supply chain has resulted in acute global shortages," and furthermore explaining that "in the case of the national response to the spread of COVID-19, the contracting office in conjunction with the Veterans Health Administration (VHA) Medical Supply Program Management Office (MSPO) Team, has determined that Abbott is a

responsible domestic source for producing the required health and medical resources, specifically the BinaxNOW COVID-19 test kits."

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board approves waiving competitive bidding to allow the District to contract directly with Abbott Rapid Dx North America LLC for COVID-19 Tests because Abbott Rapid Dx North America LLC is the sole source for this good.
2. The Board hereby approves the contract with Abbott Rapid Dx North America LLC to provide COVID-19 tests.

PASSED AND ADOPTED on _____, 2021, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Samantha Pal, Student Director Natalie Gallegos Chavez, President Shanthi Gonzales

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on _____, 2021.

Legislative File	
File ID Number:	21-2450
Introduction Date:	10/13/2021
Enactment Number:	21-1674
Enactment Date:	10/13/2021 CJH
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

10/14/2021

Shanthi Gonzales
President, Board of Education

10/14/2021

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Oakland Unified School District

Purchasing Department
900 High St
Oakland, CA 94601
(510) 434-3334 FAX (510) 879-3649

PURCHASE ORDER
NO: PO22-01380
DATE 08/30/2021

SHIP TO:
WAREHOUSE/DISTRIBUTION CENTER
900 HIGH ST
OAKLAND, CA 94601

ORDERED FROM: **FAX: (877) 441-7441**

Abbott Rapid Dx North America, LLC
30 S. Keller Rd Suite 100
Orlando, FL 32810

IMPORTANT INSTRUCTIONS TO VENDOR

1. No payments will be made to any vendor without a valid, OUSD Board Approved or Ratified contract as applicable. (See, e.g. OUSD Board Policy 3312)
2. Send itemized invoices to: **Accounts Payable** at ACCOUNTSPAYABLE@OUSD.ORG or mail to **Accounts Payable,** 1000 Broadway, Suite 450, Oakland, CA 94607
3. Enclose INVOICE & PACKING LIST with ALL shipments.
4. No deviation in PRICE or SUBSTITUTION in kind permitted.
5. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
6. Purchase order number must appear on packing slip.
7. Standard terms and conditions located at www.ousd.org/procurement

ORDER LOCATION	REQUISITIONER	REQUISITION #
9010 - Chief of Staff	Robin Sasada	VR22-01763

DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
09/13/2021					

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	2,500	EACH	Item # 195-000 BINAXNOW COVID19 Professional	201.01	$502,525.00
2	8,334	EACIH	Item #195-260 BnaxNow COVID OTC	96.48	$804,064.32

Oakland Unified Abbott Account Number- 100048791
FSS Contract # 36F79721D0073

Order Sub-Total		$1,306,589.32
Sales Tax		133,925.41
Shipping		.00
Adjustment		.00
Order Total		**$1,440,514.73**

Vendor

Authorized Signature

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 17 & 30

1. REQUISITION NUMBER	PAGE 1 of
N/A	16

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO./MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE:
36F79721D0073	1/4/2021	N/A	M5-Q52A-04-R6	1/16/2018

7. FOR SOLICITATION NFORMATION CALL:	a. NAME:	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE /LOCAL TIME:
	FEDERAL SUPPLY SCHEDULE HELPDESK	(708) 786-7737	N/A

9. ISSUED BY CODE

VA NATIONAL ACQUISITION CENTER
FEDERAL SUPPLY SCHEDULE SERVICE 003B6B
PO BOX 76, BLDG 37
HINES, IL 60141

OVERNIGHT DELIVERY SHOULD BE MAILED OR HAND DELIVERED TO THE ADDRESS LOCATED IN BLOCK 16

10. THIS ACQUISTION IS

☒ UNRESTRICTED OR ☐ SET ASIDE __% FOR:

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

***Size Standards**: See page 17 for NAICS codes and size standards under this solicitation.*

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	See Summary of Award	☐		☐RFQ ☐IFB ☒RFP

15. DELIVER TO CODE

TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICIATION

16. ADMINISTERED BY CODE

VA NATIONAL ACQUISITION CENTER, FEDERAL SUPPLY SCHEDULE SERVICE 003B6B
1ST AVENUE, 1 BLOCK NORTH OF 22ND STREET, BLDG 37 HINES, IL 60141

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

Abbott Rapid Dx North America, LLC DBA Alere
30 South Keller Road, Suite 100
Orlando, FL 32810

18a. PAYMENT WILL BE MADE BY CODE

SEE BLOCK 15

DUNS 826027364
TELEPHONE NO. 877-441-7440

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

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	24. AMOUNT
FSC CLASS 6550	**FSC GROUP 65, PART V, SECTION II** **INVITRO DIAGNOSTICS, REAGENTS, TEST KITS, & TEST SETS** **SEE CONTINUATION OF SF-1449 FOR SCHEDULE OF ITEMS** *(ATTACH REVERSE AND/OR ATTACH ADDITIONAL SHEETS AS NECESSARY)*				

25. ACCOUNTING AND APPROPRIATION DATA
7974537B0161441V36122002580

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
ESTIMATED VALUE $ 300,000,000.00/10 Yr

☒ 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 1 COPY 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

☒ 29. AWARD OF CONTRACT: REFERENCE FPR OFFER DATED 12/30/2020. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: **See Summary of Award**.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

DocuSigned by:
Steve Henn
6B09426E29454CE...

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

ARETHA SPURLOCK 266450
Digitally signed by ARETHA SPURLOCK 266450
Date: 2020.12.30 15:51:56 -06'00'

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Steve Henn, Vice President Infectious Disease	12/22/2020	ARETHA SPURLOCK 266450	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

U.S. Department of Veterans Affairs
VA Federal Supply Schedule

Addenda to SF 1449 Summary of Award

VA FSS Contract 36F79721D0073[1]

Contractor Name:	Abbott Rapid Dx North America, LLC DBA Alere
Schedule:	65 VII - Invitro Diagnostic, Reagents, Test Kits and Sets
Solicitation Number:	M5-Q52A-04-R6
Performance Period:	January 4, 2021 - January 3, 2025
NAICS:	325413
FSC:	6550

[1] The use of this Government contract to solicit Government business for non-contract products is fraudulent and subject to prosection.

Contract Documents

VA FSS Contract 36F79721D0073 consists of the following documents:

FAR 52.212-4 Contract Terms and Conditions – Commercial Items and Addenda			
FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items			
Program Participation			
Public Law 109-364 Disaster Recovery Purchasing Program	☒ Yes	☐ No	☐ N/A
Public Health Emergencies under Section 319 of the Public Health Services Act, codified at 42 U.S.C. 247D	☒ Yes	☐ No	☐ N/A
AS5000 Pharmaceutical Prime Vendor Program	☐ Yes	☒ No	☐ N/A
Direct-to-Patient Distribution Program	☐ Yes	☒ No	☐ N/A
Consignment Agreements	☐ Yes	☒ No	☐ N/A
Specialty Distribution			
[enter Distributor Details (e.g. - POC, Phone #)]	☐ Yes	☐ No	☒ N/A

Proposal Information	
Amendment(s)	Yes, all Amendments have been received 0001 and 0002
Proposal	Abbott Rapid Dx North America, LLC DBA Alere offer dated 12/22/2020
Final Proposal Revision Letter	12/30/2020 Steve Henn, Vice President, Infectious Disease
Subcontracting Plan	Commercial Plan Incorporated
Awarded Pricing	A copy of the awarded line items with prices (including IFF) is attached hereto and made a part hereof. (See attachment)

A. Pricing, Terms, and Conditions as agreed to are listed below:

<table>
<tr><td rowspan="2">Accepted SINs</td><td>SIN</td><td>% Discount or Discount Range</td><td>Maximum Order</td></tr>
<tr><td>555-8</td><td>0.00%
The test price is $200 per kit.
The controls are $60 per kit.</td><td>Per Allocation Table</td></tr>
<tr><td rowspan="3">Basic Discount
(covered drug “Dual Pricing”)</td><td colspan="3">Not Applicable</td></tr>
<tr><td>SIN</td><td>% Discount or Discount Range</td><td>Maximum Order</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Tracking Customer(s)</td><td colspan="3">Abbott Rapids POC has no commercial sales for the offered items. Therefore, the Price Reductions Clause is not applicable. For the purpose of Clause 552.238-81 Price Reductions (May 2019, Note), for each item the contract shall be predicated on the nexus of the offeror’s commercial pricelist (Abbott Rapid Dx North America, LLC Commercial Price Catalog, effective date of December 22, 2020). If there is a decrease in the offeror’s pricelist, excluding spot discounts, the offeror is required to extend a price reduction equivalent to the offeror’s commercial price list reduction. Price Increases will be governed by the following in conjunction with the Economic Price adjustment Clause, 552.216-70. Price increases are allowable when the offeor increases the commercial pricelist. Should Abbott Rapid Dx North America, LLC sell any of the items commercially, the company shall notify the contracting officer within 10 calendar days and submit an RFM to identify and incorporate a tracking customer and tracking ratio.</td></tr>
<tr><td>Tracking Ratio(s)</td><td colspan="3">NA (See comments in Tracking Customer(s) above)</td></tr>
<tr><td>Quantity / Tier Discount(s)</td><td colspan="3">None</td></tr>
<tr><td>Standard Delivery Time</td><td colspan="3">10 Days ARO</td></tr>
<tr><td>Expedited Delivery Time</td><td colspan="3">Monday-Friday by 10:30AM EST
Saturday by 12:00PM EST
Customer responsible for the difference between normal and expedited delivery prices</td></tr>
<tr><td>FOB Point(s)</td><td colspan="3">FOB Destination to 48 Contiguous States, Washington D.C, Alaska, Hawaii, and Puerto Rico</td></tr>
</table>

Credit Card Acceptance *MPT = Micropurchase Threshold*	Yes; cc accepted below, equal to, and above MPT With no maximum amount

Minimum Order	In conjunction with Allocation Table: The contractor agrees to make available the allocations to the entities listed in the allocation table, unless contractor is subject to another government order which requires higher priority such as a Defense Production Act rated order. Abbott Rapids will inform the CO upon receipt of priority rated order that negatively impacts the allocations. Abbott Rapid DX North America, LLC shall have no obligation to supply volumes in excess of the applicable maximum monthly available volume. Contractor recommends to all customers with stated volumes that they complete their purchases prior to the last week of any month or during the last week of each month, in order to help ensure patient access to life-saving products, before contractor releases commitment allocations as necessary to fill any remaining orders for products placed during that month. Notwithstanding the foregoing, each monthly allocation under this Agreement shall remain available for FSS eligible facilities listed in the allocation table during the applicable (or current) month. However, if an entity does not utilize its monthly allocations, Abbott may incorporate those unused tests into its inventory for its own sales and distribution. Allocations shall not be modified without agreement and executed modification by the CO.
Payment Terms	Net 30 Days
Return Goods Policy	(See Attached) Abbott Rapid Dx North America, LLC Global Business Services (GBS) Orlando Return Goods/Credit Policy

Warranty Policy	52.212-4 (o) and (p) Government Warranty and Limitation of Liability Clause 52.212-4 (o) (TAILORED) Warranty: The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. In the event that the terms of the contractor's standard commercial warranty conflict with the warranty terms contained in this clause, the terms of this clause will govern this contract, unless some other resolution is specified in the award document. 52.212-4 (p) (TAILORED) Limitation of liability: Except as otherwise provided by an express warranty, the contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items. In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.
Installation	NA
Rental / Lease Agreement	NA
Training	NA
Service Agreement	NA
Annual Rebate	☐ Yes – *See Section D for full rebate terms and conditions* ☒ No
Annual Rebate	NA
Other	(See Attached) Abbott Addendum and FSS Government Account Set Up and Order Fulfillment
Commercial Price List	Abbott Rapid Dx North America, LLC Commercial Price Catalog, Effective December 22, 2020
Number of Accepted Items	2

B. Tracking Customer and the Price Reductions Clause

For the purposes of the Price Reductions clause (552.238-81) and the Modifications clause (552.238-82), the Government and Contractor agree that this contract shall be predicated on the awarded FSS discount off of commercial price list named and identified on pg. 3 and the following customer(s) or category(ies) of customer(s): **"***CURRENTLY NOT APPLICABLE***"**. During the course of this contract, for any sales under the maximum order, the following price relationship shall be maintined: Abbott Rapids shall notify the contracting officer within 10 calendar days and submit an RFM to identify and incorporate a tracking customer and tracking
ratio.

This is not applicable for deviation sales previously disclosed. If the identified tracking customer contract/agreement has been cancelled, terminated, expired, or the tracking customer has merged with another group, the assigned contract specialist shall be notified within 10 days after the event occurs, and if possible, before the event occurs. At such time, the contractor will negotiate in good faith with the assigned contract specialist in order to establish a successor tracking customer via the Request for Modification process.

C. Economic Price Adjustment

552.216-70 Economic Price Adjustment Clause – FSS Multiple Award Schedule Contracts of the solicitation applies to all items awarded under this contract.

D. Annual Rebate

An annual rebate *has not been* negotiated and awarded under this contract.

[copy/paste Terms identified in the FPR]

The annual rebate effective date is the first day of the government fiscal year quarter in which the contract is effective. The annual rebate shall be applied at the end of each rebate year. Within 30 calendar days after the end of each rebate year of the contract, the Contractor shall furnish a statement to the assigned Contract Specialist certifying the rebate value of sales made under the contract. Subsequently, the Contractor will receive a bill for collection (BOC) or invoice requesting payment for the rebate amount due. The Contractor will submit payment to the Department of Veterans Affairs, referencing the BOC (invoice) number and the statement, "Annual Rebate under contract 36F797XXDXXXX."

Any amount not paid within 30 calendar days from the date of the BOC described above, shall bear interest in accordance with clause 52.232-17, Interest. Any controversies concerning the amount due to the Government shall be subject to the Disputes Clause.

Abbott Rapid Dx North America, LLC
Awarded Pricing

SIN#	Item #	Product Name	FSS Price without IFF	FSS Price with IFF	Red "A" = Awarded
555-8	195-000	BinaxNOW COVID-19 Ag Card (40CT)	$200.00	$201.01	A
555-8	195-080	BinaxNOW COVID-19 Ag Control Kit (10 Postive)	$60.00	$60.30	A

BinaxNOW Monthly Allocation Table (a/o 21 Dec 2020)

Allocation Related Questions/Concerns:
Binax.Team@HHS.Gov

State allocs supply:
8,000,000
Federal agencies supply:
2,000,000

State name	Abbreviation	Tests rounded	Kits allocated
Alabama	AL	118,120	2,953
Alaska	AK	17,600	440
American Samoa	AS	1,320	33
Arizona	AZ	175,360	4,384
Arkansas	AR	72,680	1,817
California	CA	952,120	23,803
Colorado	CO	138,760	3,469
Connecticut	CT	85,880	2,147
Delaware	DE	23,440	586
District of Columbia	DC	17,000	425
Federated States of Micronesia	FM	2,480	62
Florida	FL	517,520	12,938
Georgia	GA	255,840	6,396
Guam	GU	4,000	100
Hawaii	HI	34,080	852
Idaho	ID	43,040	1,076
Illinois	IL	305,320	7,633
Indiana	IN	162,200	4,055
Iowa	IA	76,000	1,900
Kansas	KS	70,200	1,755
Kentucky	KY	107,640	2,691
Louisiana	LA	112,000	2,800
Maine	ME	32,360	809
Marshall Islands	MH	1,400	35
Maryland	MD	145,680	3,642
Massachusetts	MA	166,080	4,152
Michigan	MI	240,640	6,016
Minnesota	MN	135,880	3,397
Mississippi	MS	71,680	1,792
Missouri	MO	147,880	3,697
Montana	MT	25,720	643
Nebraska	NE	46,600	1,165
Nevada	NV	74,200	1,855
New Hampshire	NH	32,760	819
New Jersey	NJ	214,000	5,350
New Mexico	NM	50,520	1,263
New York	NY	468,760	11,719
North Carolina	NC	252,720	6,318
North Dakota	ND	18,360	459

Northern Mariana Islands	MP	1,240	31
Ohio	OH	281,640	7,041
Oklahoma	OK	95,320	2,383
Oregon	OR	101,600	2,540
Palau	PW	400	10
Pennsylvania	PA	308,480	7,712
Puerto Rico	PR	76,920	1,923
Rhode Island	RI	25,520	638
South Carolina	SC	124,040	3,101
South Dakota	SD	21,280	532
Tennessee	TN	164,560	4,114
Texas	TX	698,680	17,467
U.S. Virgin Islands	VI	2,520	63
Utah	UT	77,240	1,931
Vermont	VT	15,000	375
Virginia	VA	205,640	5,141
Washington	WA	183,480	4,587
West Virginia	WV	43,160	1,079
Wisconsin	WI	140,280	3,507
Wyoming	WY	13,920	348
State Totals		**7,998,760**	**199,969**

Agency name	Abbreviation	Tests rounded	Kits allocated
Department of Veterans Affairs		400,000	10,000
Indian Health Service		831,400	20,785
CDC		143,440	3,586
FEMA		108,600	2,715
Bureau of Prisons		97,800	2,445
White House		18,680	467
DHS		100,000	2,500
Others		300,000	7,500
Total		**1,999,920**	**49,998**

Abbott Rapid Dx North America, LLC
Global Business Services (GBS) Orlando

Return Goods/Credit Policy:

- All requests to return non-equipment merchandise must be reported to and approved by Abbott Rapid Dx North America, LLC within 10 days of the invoice date*.
- All claims for: 1) product damaged in transit, 2) receipt quantity different from packing list, 3) wrong product shipped or 4) any other shipping differences must be filed with Abbott Rapid Dx North America, LLC within 10 days of receipt of goods.
- Abbott Rapid Dx North America, LLC is not liable for customer ordering errors, inventory that has been compromised or damaged while in the customer's possession or refused shipments as a result of customer errors.
- If the reason for return is not due to an error caused by Abbott Rapid Dx North America, LLC , the return would be subject to a minimum of 20% restocking fee.
- Abbott Rapid Dx North America, LLC is not responsible for any damaged or lost shipments where the customer has chosen to ship the merchandise under their **own carrier account,** using the carrier of their choice. The customer is responsible for filing a carrier claim for collect shipments.
- Once a return request has been approved, Customer Service will prepare a return goods order and issue a Return Goods Authorization (RGA) number. Labels will be provided to the customer for any approved returns.
- Returned product must be received by Abbott Rapid Dx North America, LLC within 30 days of issuance of an RGA number. After 30 days, the RGA number will be cancelled.
- Merchandise returned for reasons other than non-performance must be returned in original unopened, unadulterated packaging. Failure to do so may result in cancellation of the credit memo.
- When a customer is returning product, a certificate of storage must be provided to Abbott Rapid Dx North America, LLC, indicating that the merchandise was stored at the proper temperature required for the material. Please contact Customer Service for a copy of the Certificate of Storage form or questions regarding proper storage conditions for return.
- Damaged shipments received require photos of the damage to verify the claim prior to the credit approval.
- Credits for price adjustments during contract negotiations must be approved by Abbott Rapid Dx North America, LLC.
- Any modifications made in a customer contract to this policy will be accepted during the valid contract period.

Contact Abbott Rapid Dx North America, LLC customer service to initiate a return or credit:
877-441-7440 or clientservices@abbott.com

**If this invoice includes free or discounted product please note: the value of the special offer(s) the purchaser may receive free from Abbott Rapid Dx North America, LLC under this program a "discounted or other reduction in price" to purchaser under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C 1320a-7b(b)(a)). Accordingly, purchaser shall disclose this and any other discounts/reduction in price received under this program under any state or federal program which provides costs or charge-based reimbursement to the purchaser for the products and services purchased under this program. Purchaser should retain this pricing information for its files in order to be able to comply with a query from the Secretary of HHS pursuant to 42 C.F.R 1001.952 (h).*

Abbott Rapid Dx North America, LLC
Global Business Services (GBS) Orlando

BinaxNOW™ COVID-19 AG CARD KIT 40T
Emergency Use Authorization Customer Set Up & Ordering Process for Federal Supply Schedule Government Customers

ALL NEW customers must be qualified as a CLIA Certified entity.

1. Submit a completed new account form to ARDxUSGovernmentSupport@abbott.com or ssc.serviceassurance@alere.com
    i. CLIA License # or Copy of CLIA Certification if available by the customer. If not, Abbott will locate on the CDC website
    ii. Tax Exempt Certificate
    iii. Customer's first purchase order, if available
    - Any vendor qualification requirements from the customer can be sent to the email above
2. Customers can submit their purchase orders to ARDx through the following:
    - ARDxUSGovernmentSupport@abbott.com
    - 877-441-7440 - Option 1
3. Upon product allocation, if the customer's order quantity exceeds the defined allocation amount, Abbott Customer Service will provide the customer the following options:
    - Keep the remaining quantity on the purchase order open until the next allocation for the customer becomes available.
    - Cancel the remaining quantity open on the purchase order and submit a new purchase order when they need more tests.
        i. Example: Customer Orders 10,000 tests, but monthly allocation is 5,000 tests. Abbott will ship the 5,000 tests and either keep 5,000 tests open on the existing purchase order or cancel the 5,000 tests to close the order. This will be based on customer preference
4. Customers will receive a shipping confirmation with tracking to the email address on file on the day of shipment

ABBOTT ADDENDUM

1. **EMERGENCY USE AUTHORIZATION.**

(a) Abbott's obligation to supply any Product hereunder is contingent upon such Product being commercially available in the U.S. market pursuant to continued regulatory authorization from the United States Food and Drug Administration ("FDA") in accordance with Section 564 of the Federal Food, Drug, and Cosmetic Act ("Emergency Use Authorization" or "EUA") or clearance or approval by the FDA as an in vitro diagnostic .

(b) Under the EUA, the Products are authorized by the FDA only for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the U.S. Food, Drug and Cosmetic Act (the "Act"), 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "EUA Period"). During the EUA Period, Customer shall use the Products, or cause them to be used, in accordance with the EUA, including, without limitation, ensuring the Products (i) are administered and used by competent and appropriately qualified personnel ("Qualified Personnel") in authorized laboratories or in patient care settings operating under a CLIA Certificate of Waiver, Certificate of Compliance or Certificate of Accreditation, and (ii) are used only for the detection of the presence of antigen protein from SARS-CoV-2, and not for detection of any other viruses or pathogens.

(c) Customer shall comply with all applicable laws, including without limitation federal, state and local laws, regulations, accepted industry guidelines and the EUA, applicable to Customer's use of the Product and any testing programs operated by Customer, including, without limitation, any obligations to notify relevant public health authorities of Customer's intent to use the Products prior to initiating testing. Customer shall report Product test results to healthcare providers and relevant public health authorities as required by the EUA. Customer shall, and shall cause its Qualified Personnel, to use the Product only in accordance with the authorized labeling under the EUA. Customer shall ensure that all of Qualified Personnel shall: (i) have been appropriately trained in performing Product testing and interpreting test results; (ii) use appropriate personal protective equipment when handling the Products; and (iii) are provided training and monitored on an on-going basis for quality compliance when performing testing using the Products.

(d) In connection with the EUA, Abbott is providing Customer with the Fact Sheet for Healthcare Providers (the "HCP Fact Sheet") and the Fact Sheet for Patients (the "Patient Fact Sheet", and with the HCP Fact Sheet, the "Fact Sheets") available at https://www.globalpointofcare.abbott/en/product-details/navica-binaxnow-covid-19-us.html. Customer shall include, or cause to be included, such HCP Fact Sheet and/or Patient Fact Sheet with all Product test result reports to healthcare providers and patients, as applicable.

(e) Customer shall report to Division of Microbiology Devices ("DMD")/Office of Health Technology 7 Office of In Vitro Diagnostics and Radiological Health (OHT7-OIR)/Office of Product Evaluation and Quality (OPEQ)/Center for Devices and Radiological Health (CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Abbott (via email: ts.scr@abbott.com) any suspected occurrence of false positive or false negative results and any significant deviations from the established performance characteristics of the Products of which Customer becomes aware. Customer shall ensure that any records associated with the EUA are maintained until otherwise notified by the FDA, and shall make such records available to the FDA for inspection upon request.

2. **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. § 247d-6d and 42 U.S.C.

247d–6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID–19 (the "PREP Act Declaration"), 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), (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) Offeror's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and (iii) Offeror is a "Covered Person" to the extent it is a person defined in 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. § 247d–6d), the government expressly acknowledges and agrees that Offeror shall be immune from suit and liability to the extent and as long as Offerors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.