


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ASPR-BARDA 200 Independence Ave., S.W. Room 640-G Washington DC 20201		CODE ASPR-BARDA		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) ASPR-BARDA 330 Independence Ave, SW, Rm G644 Washington DC 20201	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RESPIRONICS, INC 359940 RESPIRONICS, INC. 1010 MURRY RIDGE LN MURRYSVILLE PA 156688525		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 359940		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. HHSO100201400005C	
				10B. DATED (SEE ITEM 13) 09/15/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X FAR 43.103 (a) (3) Bilateral - to reflect other agreements of the parties modifying the contract					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: XXXXXXXXXX DUNS Number: XXXXXXXXXX					
The purpose of this modification is to 1) Extend the Period of Performance from June 29, 2018 to November 30, 2018 at no additional cost to the USG in order to allow the FDA additional time to review the 510k submission and 2) Revise Articles G3., G.4 and G.5.					
Contract amount: \$47,166,815 (UNCHANGED)					
Expiration date: November 30, 2018 (CHANGED)					
Obligated amount: \$47,166,815 (UNCHANGED)					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) ELI DIACAPPOULOS, GM RESP CARE			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SALIM K. ROBERTS		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 6/12/18		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				16C. DATE SIGNED	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

ARTICLE B.2. TYPE OF CONTRACT AND ESTIMATED COST

e. It is estimated that the currently allotted funds will cover performance of the contract through November 30, 2018.

ARTICLE F.1. PERIOD OF PERFORMANCE

a. The period of performance of this contract shall be from **September 15, 2014 through November 30, 2018**.

ARTICLE F.2. DELIVERABLES

CLIN 0002 Milestone Payment Schedule

Milestones	Month	Amount	Cum
SP Manual and Quick Start Draft	Sep-17	100,000	100,000
Summative Testing Report (Laycaregiver & nonRT)	Sep-17	50,000	150,000
PP1 Build Report	Sep-17	50,000	200,000
EFS Verification Report	Sep-17	50,000	250,000
High Volume Surge Capable Mfg. Plan	Sep-17	75,000	325,000
Tech Report 1 MACA	Oct-17	50,000	375,000
Tech Report 2 MACA	Nov-17	50,000	425,000
510(k) Durability Testing Complete	Nov-17	125,000	550,000
EMC - Emissions Test Results	Nov-17	25,000	575,000
EMC - Immunity Test Results	Nov-17	25,000	600,000
EMC - DOC 160G Test Results	Nov-17	25,000	625,000
Tech Report 3 MACA	Dec-17	50,000	675,000
Service Manual & SNS Maintenance Plan Submittal	Dec-17	50,000	725,000
Tech Report 4 MACA	Jan-18	50,000	775,000
PP1 v03 510(k) Software Release Design Review	Feb-18	250,000	1,025,000
Tech Report 5 MACA	Feb-18	50,000	1,075,000
EMC - Automotive Test Results	Feb-18	25,000	1,100,000
ME Stress Compliance Test Report	Feb-18	50,000	1,150,000
Environmental Verification Report	Mar-18	50,000	1,200,000
Tech Report 6 MACA	Mar-18	50,000	1,250,000
Risk Assessment Hazards Analysis and Verification	Mar-18	25,000	1,275,000

Safety Compliance Test Report	Mar-18	75,000	1,350,000
Tech Report 7 MACA	Apr-18	50,000	1,400,000
System Performance Verification Report	Apr-18	50,000	1,450,000
BIST Functionality Verification Report	Apr-18	50,000	1,500,000
Alarms Verification Report	Apr-18	50,000	1,550,000
General Requirements Verification Report	Apr-18	50,000	1,600,000
Power Management Verification Report	Apr-18	50,000	1,650,000
Logging & Misc Verification Report	Apr-18	50,000	1,700,000
Connectivity Verification Report	Apr-18	50,000	1,750,000
SP Manual and Quick Start Guide Final	Apr-18	50,000	1,800,000
User Interface Testing Verification Report	Apr-18	50,000	1,850,000
Measured & Calculated Parameters Verification Report	Apr-18	50,000	1,900,000
Therapy Modes Verification Report	Apr-18	50,000	1,950,000
Tech Report 8 MACA	May-18	50,000	2,000,000
510(k) Submittal	May-18	100,000	2,100,000
Tech Report 9 MACA	Jun-18	50,000	2,150,000
Final Verification Report	Oct-18	100,000	2,250,000
Released Patient Ready Prototype Unit Fully Kitted Final Configuration	Nov-18	100,000	2,350,000
Final Documentation Package	Nov-18	80,527	2,430,527
Design V&V Review			
Process Validation Records			
Design Validation Report			
Final Risk Assessment			
Validation Review Meeting Minutes			
Final Device Master Record			
List of Known/ Deferred Defects			
Process Master Validation Report			
Design History File Index			
Final Design Review Meeting Minutes			
Final Report			
Device Master Record			

ARTICLE G.3. CONTRACT FINANCIAL REPORT – Section of the contract applicable to CLIN001 cost reimbursement portion of the contract.

- 1) Financial reports on the attached Financial Report of Individual Project/Contract (see Attachments 2 and 3) shall be submitted by the Contractor in accordance with the instructions for completing this form, which accompany the form, in hard copy and an electronic copy, not later than the 15th business day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are discussed in paragraph 5 below. Subsequent changes and/or additions in the line entries shall be made in writing.
- 2) Unless otherwise stated in that part of the instructions for completing this form, entitled "PREPARATION INSTRUCTIONS," (see Attachment 4) all columns A through J, shall be completed for each report submitted.
- 3) The first financial report shall cover the period consisting of the first full calendar month following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a **Monthly** basis. If the contractor fails to submit timely financial reports and invoices or is delinquent on submission of financial reports by an excess of 90 Calendar days, a "Stop Work Order" may be issued by the Government, until the delay is resolved.
- 4) The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- 5) The listing of expenditure categories to be reported is incorporated within the Attachment entitled, "Financial Report of Individual Project/Contract," located in SECTION J and made a part of this contract.

ARTICLE G.4. INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING – Section of the contract applicable to CLIN001 cost reimbursement portion of the contract.

- 1) The billing address that should be shown on the invoice is the same as defined in ARTICLE G.1. of this contract.
- 2) The Contractor shall submit two paper copies to the address provided in ARTICLE G.1. of this contract, as well as a hard copy and an electronic copy of contract **Monthly invoices/financial reports** to the Contracting Officer as defined above, in ARTICLE G.4. of this contract.
- 3) Contractor invoices/financial reports shall conform to the form, format, and content requirements of the instructions for Invoice/Financing requests and Contract Financial Reporting made a part of the contract in Section J (See also ARTICLE B. and Attachment 2) .
- 4) Monthly invoices must include the cumulative total expenses to date, adjusted (as applicable) to show any amounts suspended by the Government.
- 5) The Contractor agrees to immediately notify the Contracting Officer in writing if there is an anticipated overrun (any amount) or unexpended balance (greater than 10 percent) of the estimated costs. Also refer to the requirements of the Limitation of Cost FAR 52.232-20 clause in the contract.
- 6) All invoice submissions shall be in accordance with FAR Clause 52.232-25 (c) in Section I of this contract.

- 7) The Contractor shall reference any applicable Contractor Officer Authority (COA) numbers when requesting reimbursement on the invoice.

ARTICLE G.5. REIMBURSEMENT OF COST – Section of the contract applicable to CLIN001 cost reimbursement portion of the contract.

- 1) The Government shall reimburse the Contractor the cost determined by the Contracting Officer to be allowable (hereinafter referred to as allowable cost) in accordance with the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, and FAR Subpart 31.7. Examples of allowable costs include, but are not limited to, the following:
- a) All direct materials and supplies that are used in the performing of the work provided for under the contract, including those purchased for subcontracts and purchase orders.
 - b) All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.
 - c) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.
 - d) Travel costs including per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract subject to the following and the restrictions in Article B.4(c):
 - (i) Air travel shall be by the most direct route using “air coach” or “air tourist” (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).
 - (ii) Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.
 - (iii) Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they comply with FAR 31.7.
 - (iv) Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) FTR established mileage rate.
 - e) For further provisions on funding, see the LIMITATION OF COSTS clause referenced in Part II, Contract Clauses.

Helix Platform Summary Schedule

