



## **FEMA PROVISIONS**

### **1. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

## 2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. DEBARMENT AND SUSPENSION CLAUSE**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. BYRD ANTI-LOBBYING CLAUSE**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- A. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Brita O'Rear Chief Financial Officer  
Name and Title of Contractor's Authorized Official

Date: 4/6/2020

#### **10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **11. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.



# ORBIT

4022 E Conant Street  
Long Beach CA 90808

DATE: April 2, 2020  
QUOTE NO: V00188  
FOR: Virgin bridge ventilators

**Customer:**  
California OES (Office of Emergency Services)  
ATTN: Dr. Dave Duncan  
10901 Gold Center Drive, Suite 400  
Rancho Cordova, CA 95670

DESCRIPTION			AMOUNT
Quantity of 600 Ventilators, * delivered in lots of 100			
	<u>Qty</u>	<u>Unit Price</u>	
Ventilator units 1 to 100 (9,800/Unit Including NRE)	100 \$	9,800.00 \$	980,000.00
Ventilator units 101 to 200	100 \$	1,800.00 \$	180,000.00
Ventilator units 201 to 300	100 \$	1,800.00 \$	180,000.00
Ventilator units 301 to 400	100 \$	1,800.00 \$	180,000.00
Ventilator units 401 to 500	100 \$	1,800.00 \$	180,000.00
Ventilator units 501 to 600	100 \$	1,800.00 \$	180,000.00
Total for 600 Ventilators			\$ 1,880,000.00
Sales Tax (10.25%)-Estimated			\$ 192,700.00
Notes:			
* Deliveries will be in lots of 100 units/week with best efforts to increase to 200 Units/week.			
** Shipping cost not included in quotation price and will be invoiced as incurred			
This product has not yet been cleared by the U.S. Food and Drug Administration (the "FDA"). Virgin Orbit will ship this product when it has received FDA clearance or a waiver.			
			<b>USD 2,072,700.00</b>

**Payment Terms:**  
Payment due upon receipt

THANK YOU FOR YOUR BUSINESS!

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION  
**PURCHASING AUTHORITY PURCHASE ORDER**  
 STD. 65 (Rev. 03/2020)

DATE 4/2/2020		AMENDMENT NO. 1	PURCHASE ORDER NUMBER M15052-T9045
SHIP TO [REDACTED]	BILL TO Department of General Services 707 3RD STREET, MS 413 WEST SACRAMENTO, CA 95605	AGENCY BILLING CODE 030100	PURCHASING AUTHORITY NO.
		LEVERAGED PROCUREMENT AGREEMENT NUMBER	
		INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER	

TO SUPPLIER ADDRESS Virgin Orbit 4022 E Conant Street Long Beach, CA 90808	<b>AGENCY OR BUYER INFORMATION</b>		
	AGENCY TRACKING/REQUISITION NUMBER (Optional)		
	AGENCY NAME Department of General Services		
	CONTACT NAME Eileen Tardiff		
	CONTACT E-MAIL ADDRESS eileen.tardiff@dgs.ca.gov		
CONTACT PHONE NUMBER (916) 375-4463		CONTACT FAX NUMBER	

SUPPLIER CONTACT NAME Brita O'Rear	SUPPLIER PHONE NUMBER (562) 708-0026	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS brita.o'rear@virginorbit.com
PAYMENT TERMS Wire	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business <input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE <input type="checkbox"/> Certified DVBE
SHIPPING INSTRUCTIONS See quote	REQUIRED DELIVERY DATE	<input checked="" type="checkbox"/> F.O.B. Destination FRT. PPD <input type="checkbox"/> F.O.B. Destination FRT. PPD/ADD. Freight not to exceed cost stated on P.O.	CITY OF ORIGIN STATE ZIP CODE

<b>TERMS AND CONDITIONS</b>		TAXABLE SUBTOTAL \$1,880,000.00
A-1 <input checked="" type="checkbox"/> General Provisions are incorporated herein by reference to: <input checked="" type="checkbox"/> Form GSPD - 401 Non-IT Commodities Revision Date: 6/8/2010 OR <input type="checkbox"/> Form GSPD - 401IT Revision Date: <input type="checkbox"/> Attached OR <input checked="" type="checkbox"/> Published at: www.dgs.ca.gov/pd		TAX RATE 8.25%
A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.		SALES TAX \$155,100.00
B <input type="checkbox"/> Agency Special Provisions are attached and titled		INSTALLATION
C <input checked="" type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.		SHIPPING FREIGHT
		OTHER NON-TAXABLE
		GRAND TOTAL \$2,035,100.00

**PROCUREMENT METHODS**

COMPETITIVE: Solicitation Number (if applicable)  LEVERAGED  DVBE / SMALL BUSINESS (GC 14838.5(a))  NON-COMPETITIVELY BID  EXEMPT

PROGRAM / CATEGORY (Code / Title) Program 99	FUND TITLE Service Revolving Fund	VERIFIED NO STATE SURPLUS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PAID BY CAL-CARD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ITEM 7760-001-0666	CHAPTER 23	STATUTE 2019	FISCAL YEAR 19/20
		OBJECT OF EXPENDITURE (Code and Title) 5340290 Health and Medical	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense

**CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER**

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME	AUTHORIZING TITLE Contracts Administrator	CERTIFIED CORRECT SIGNATURE
		UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER
		ADJUSTMENT INCREASING ENCUMBRANCES
		ADJUSTMENT DECREASING ENCUMBRANCES

ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	100	1			Ventilators with NRE	Taxable	\$9,800.00	\$980,000.00
2	500	1			Ventilators	Taxable	\$1,800.00	\$900,000.00
					*FEMA Special Provisions attached			





4022 E Conant Street  
Long Beach CA 90808

DATE: April 6, 2020  
 QUOTE NO: VO0188\_V1 (replaces VO188)  
 FOR: Virgin bridge ventilators  
 PO#: M15052-T9045

**Customer:**  
 California OES (Office of Emergency Services)  
 ATTN: Dr. Dave Duncan  
 10901 Gold Center Drive, Suite 400  
 Rancho Cordova, CA 95670

DESCRIPTION				AMOUNT	
Quantity of 600 Ventilators, * delivered in lots of 100					
	<u>Qty</u>	<u>Unit Price</u>			
Ventilator units 1 to 100 (9,800/Unit Including NRE)	100	\$ 9,800.00	\$		980,000.00
Ventilator units 101 to 200	100	\$ 1,800.00	\$		180,000.00
Ventilator units 201 to 300	100	\$ 1,800.00	\$		180,000.00
Ventilator units 301 to 400	100	\$ 1,800.00	\$		180,000.00
Ventilator units 401 to 500	100	\$ 1,800.00	\$		180,000.00
Ventilator units 501 to 600	100	\$ 1,800.00	\$		180,000.00
Total for 600 Ventilators			\$		1,880,000.00
Sales Tax 8.25%			\$		155,100.00
Notes: * Deliveries will be in lots of 100 units/week with best efforts to increase to 200 Units/week. **Shipping cost not included in quotation price as the UPS account [REDACTED] has been provided by State of CA - DGS-PD for Virgin Orbit to use in order to charge shipping costs  <i>This product has not yet been cleared by the U.S. Food and Drug Administration (the "FDA").            Virgin Orbit will ship this product when it has received FDA clearance or a waiver.</i>					
				<b>USD</b>	<b>2,035,100.00</b>

**Payment Terms:**  
 Payment due upon receipt

THANK YOU FOR YOUR BUSINESS!