

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 9

2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 5/29/2020	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT C AND T SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		CODE SPE1C1	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. SPE1C120R0102
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2020 MAY 20
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

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 1 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 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 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)

**13. THIS 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 IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached Continuation Sheet(s).

Except as provided herein, all terms and conditions of the document referenced in Item 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 CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)			_____ (Signature of Contracting Officer)
			16C. DATE SIGNED

Part 12 Clauses

Reference Solicitation SPE1C1-20-R-0102 and Amendment 0001 for the Surgical Mask, please see revised language regarding the different lots (Section B). The lot structure under the subject solicitation has changed. Therefore, **ALL OFFERORS SHALL RESUBMIT THEIR MANUFACTURING CAPABILITY AND UNIT PRICES ON THIS AMENDMENT**. Offerors that do not resubmit their manufacturing capability and unit prices may be ineligible for award.

SUPPLIES

Item: Mask, Surgical

NSN: To be determined; a NSN will be established and provided after award

There are three different and distinct lots under the subject solicitation.

Lot 0001:

Lot 0001 is subject to the Berry Amendment and DFARS clause 252.225-7012 is applicable for the clothing and textiles items in FSC 8415. Although a Domestic Nonavailability Determination has been approved, it requires procurement of Berry Amendment compliant items in FSC 8415 to the extent available.

DLA Troop Support solicitations include Defense appropriations and authorization acts and other statutes (including what is commonly referred to as "The Berry Amendment") which impose restrictions on the DoD's acquisition of foreign products and services. Generally, clothing and textile items (as defined in DFARS clause 252.225-7012), including the materials and components thereof (other than sensors, electronics, or other items added to, and not normally associated with clothing), must be grown, reprocessed, reused, melted or produced in the United States, its possessions or Puerto Rico, unless one of the DFARS 225.7002-2 exceptions applies.

In plain terms, ALL components down to the raw materials and fibers must be grown or produced in the United States, its possessions or Puerto Rico. For example, material that is woven in the United States may not be Berry Compliant. In order for that material to be Berry Compliant, the raw materials/fibers have to be grown or made in the United States or its possessions or Puerto Rico; the raw materials/fibers have to be spun in the United States or its possessions or Puerto Rico; the weaving and dyeing must also take place in the United States or its possessions or Puerto Rico; and finally all cutting and sewing must take place in the United States or its possessions or Puerto Rico

Lot 0002:

For Lot 0002. A Domestic Non-Availability Determination has been approved and the Berry Amendment is not applicable; this lot applies when offers under Lot 0001 provide for insufficient quantities available within the time required under Lot 0001. All offers are subject to the Buy American Act as implemented in DFARS 252.225-7000 and 252.225-7001, including those offers whose primary end item fabric is manufactured in the United States. The subject item is considered a COTS item.

Offerors must either meet the requirements of the Buy American Act and provide a domestic or qualifying country end product or provide an end item whose primary end item fabric is manufactured in the United States. Awards will be made in accordance with the following order of precedence:

1) Buy American Act compliant offers;

2) Offers of end items whose primary end item fabric is manufactured in the United States, regardless of country of end item manufacture, when Buy American Act compliant offers that are eligible for award following application of the Buy American price evaluation differential provide for insufficient quantities available within the time required.

Part 12 Clauses (CONTINUED)**Lot 0003:**

For Lot 0003 a Domestic Non-Availability Determination has been approved and the Berry Amendment is not applicable. For this lot offers of end items that do not meet the Berry Amendment restrictions, the requirements of the Buy American Act for a domestic or qualifying end product, or do not propose end items whose primary end item fabric is manufactured in the United States will be considered. This lot applies when offers eligible for award under Lots 0001 and 0002 provide for insufficient quantities within the time required.

Government Requirement:

Minimum Quantity: 20,000,000 each

Estimated Quantity: 68,000,000 each

Maximum Quantity: 140,000,000 each

The Government intends to make multiple awards to fulfill the above requirement with total delivery occurring within 90 days, to include a minimum quantity of 20,000,000 each and a maximum or not to exceed quantity of 140,000,000 each. Please note that the minimum and maximum quantities are the total amounts to be awarded among all of the contracts awarded. The following award scenarios apply:

SCENARIO 1 (LOT 1)- BERRY AMENDMENT COMPLIANT¹, 100% DOMESTIC SOURCE

Minimum Quantity: 20,000,000 each

Estimated Quantity: 68,000,000 each

Maximum Quantity: 140,000,000 each

Please note that the minimum and maximum quantities listed above reflect the total amount to be awarded among all of the contracts awarded.

In Scenario 1, the Government intends to award Lot 0001 in its entirety to Domestic Sources in compliance with the Berry Amendment. See Footnote listed underneath Scenario 3.

SCENARIO 2 (LOT 2)- < 100% DOMESTIC SOURCE, BAA applies

In scenario 2, if the Government is unable to make enough award(s) to achieve the full requirement under Lot 0001; the balance of the Minimum Quantity, Estimated Quantity, and Maximum Quantity from Lot 0001 may then be awarded under Lot 0002. **For consideration of award under Lot 2 offers must either meet the requirements of the Buy American Act and provide a domestic or qualifying country end product, or propose to provide an end item whose primary end item fabric is manufactured in the United States; the precedence for award is stated above.**

For instance if the total quantity of award(s) under Lot 0001 consists of a maximum quantity of 68,000,000 each; the balance of 72,000,000 each may be awarded under Lot 0002. The award(s) will be made in accordance with the evaluation procedures listed within the subject solicitation.

SCENARIO 3 (LOT 3)- NON-BERRY COMPLIANT, < 100% DOMESTIC SOURCE

In scenario 3, the Government is unable make enough award(s) to achieve the full requirement under Lots 0001 and 0002; the balance of the Minimum Quantity, Estimated Quantity, and Maximum Quantity from Lot 0002 may then be awarded

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

under Lot 0003.

For instance if the total quantity of award(s) under Lot 0001 consists of a maximum quantity of 68,000,000 each and Lot 2 consists of a maximum quantity of 50,000,000; the balance of 22,000,000 each may be awarded under Lot 0003. The award(s) will be made in accordance with the evaluation procedures listed within the subject solicitation.

Footnote:

1. THE DEPARTMENT OF DEFENSE IS PROHIBITED BY THE PROVISIONS OF THE BERRY AMENDMENT FROM PROCURING ITEMS OF CLOTHING THAT HAVE NOT BEEN GROWN OR PRODUCED IN THE UNITED STATES OR ITS POSSESSIONS. Section 833 of the National Defense Authorization Act for Fiscal Year 2006 Act added language to 10 U.S.C. 2533a (Berry Amendment) requiring that all articles or items of "clothing", including the materials and components thereof, purchased by the Department of Defense be grown, reprocessed, reused, or produced in the United States, other than sensors, electronics, or other items added to, and not normally associated with, clothing (and the materials and components thereof).
2. Please note that the surgical facemask being acquired under this solicitation is considered to be an item of clothing for purposes of the Berry Amendment.

This acquisition features a pricing structure, which requires the offeror to provide an offered price for the items being acquired for the performance period; the price offered is the Total Unit Price offered to the Government, which includes Manufacturing Costs and Transportation Costs.

IMPORTANT NOTE:

Above indicates the estimated minimum, estimated, and maximum quantities required by the Government; however, you are to fill in the quantity and country of manufacture for which your firm is offering.

The goal of this acquisition is to promote and support domestic manufacturing of Personal Protective Equipment (PPE) items needed to help prevent the spread of COVID-19. As such, Lot 0001 is subject to DFARS 252.225-7012 Preference to Certain Domestic Commodities (Dec 2017) as contained in the solicitation. In order to assist in this evaluation, offerors are required to provide a complete listing of all manufacturing locations and CAGE codes for all end item cut and sew operations under the Place of Performance clause located on page 61 of the subject solicitation. In addition, offerors are required to list all their component material suppliers and their manufacturing locations under the Identification of Sources for All Components For Clothing/Textile Items Procurement Note located on page 75 of the subject solicitation.

In the event the Government does not receive multiple proposals/is not able to make multiple awards covering the complete requirement for a minimum quantity of 20 million each, an estimated quantity of 68 million each, and a maximum quantity of 140 million each under Lot 1, the Government intends to dissolve the balance of Lot 1 and will seek to award the difference under Lot 2; and any unfilled requirements under Lot 2 may be awarded under Lot 3.

Lot 2 is subject to Buy American Act (DFARS 252.225-7000 and DFARS 252.225-7001). In order to be considered for award under Lot 2 an offeror must propose to provide a domestic or qualifying country end product in accordance with the requirements of the Buy American Act or propose an end item whose primary end item fabric is manufactured in the United States. The Buy American Act is applicable to all offers under Lot 2 including those offers that propose an end item whose primary end item fabric is manufactured in the United States (see Lot 2 award order of precedence stated above). In order to assist in this evaluation, offerors are required to provide a complete listing of all manufacturing locations for all end item cut and sew operations under the Place of Performance clause located on pages 61 of the subject solicitation. In addition, offerors are required to list all their component material suppliers and their manufacturing locations under the Identification of Sources for All Components For Clothing/Textile Items Procurement Note located on page 75 of the subject solicitation.

Lot 3 is subject to an approved Domestic Non-Availability Determination. For this lot offers which do not meet the restrictions of the Berry Amendment, or qualify as a domestic or qualifying end item manufacturer in accordance with the Buy American Act or who do not propose to offer an end item whose primary end item fabric is manufactured in the United

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

States will be considered for award.

The offeror shall indicate quantity limitations below:

Offeror will not accept a contract for a Minimum Quantity less than (offeror is required to enter the number of Surgical Mask)
_____ EACH.

Offerors are required to provide their offered Unit Prices and the quantity they can provide within 90 days of award Below:

LOT 0001:

If Offering a **Fully Compliant Berry Compliant Product** in response to this solicitation offerors shall complete below for consideration under **Lot 0001:**

	Country of Material Manufacture	Unit Price	Unit
1		\$	1 Each
2		\$	1 Each
3		\$	1 Each
4		\$	1 Each
5		\$	1 Each

LOT 0002:

If Offering **other than a Fully Berry Compliant Product** and either meet the requirements of the Buy American Act and provide a domestic or qualifying country end product, or propose to provide an end item whose primary end item fabric is manufactured in the United States in response to this solicitation offerors shall complete below for consideration under out **Lot 0002. The offeror shall indicate the country where the material is manufactured, the country where the Mask are cut and sewn, and the Unit Price Below:**

	Country of Material Manufacture	Country of Manufacture (cut & sew)	Unit Price	Unit
1			\$	1 Each
2			\$	1 Each
3			\$	1 Each
4			\$	1 Each
5			\$	1 Each

LOT 0003:

If Offering **other than a Fully Berry Compliant Product** in response to this solicitation offerors shall complete below for consideration under out **Lot 0003. The offeror shall indicate the country where the material is manufactured, the country where the Mask are cut and sewn, and the Unit Price Below:**

Part 12 Clauses (CONTINUED)

	Country of Material Manufacture	Country of Manufacture (cut & sew)	Unit Price	Unit
1			\$	1 Each
2			\$	1 Each
3			\$	1 Each
4			\$	1 Each
5			\$	1 Each

NOTE: If the offeror does not complete the section above they may be excluded from receiving an award. Please see the **Important Notes** directly below for information that may be helpful in shaping the unit prices offered.

Important Notes:

1. The resultant contract award(s) shall be Firm-Fixed Priced Indefinite Delivery, Indefinite Quantity (IDIQ) contracts with a base term from date of award through 12/31/2020. The first delivery increment shall start 30 days after contract award.

Acceleration of deliveries is permitted at no additional cost to the Government

NOTE: Pre-production samples shall be delivered to DLA Troop Support 5 days after contract award. (see #2.b. below for more details)

2. The Unit Price offered to the Government should include all costs including manufacturing costs including the pre-production samples, transportation costs to include but not limited to any import taxes and/or fees associated with delivering the items to the following address:

DoDAAC: SD0131
Travis Association For The Blind
AF & MC 3PL -Distribution Services
4512 South Pleasant Valley Road
Austin, Texas 78744

- a. Unit Price shall be based on **F.O.B. DESTINATION** only.
- b. A pre-production sample is required prior to full scale production and will not be priced separately. All costs associated with the manufacture of the pre-production sample will be borne by the awardee. The awardee must calculate all costs associated with the manufacturing of the pre-production sample and include the associated costs in the offered unit price of the Surgical Mask.

Pre-production Sample

The awardee shall provide **two samples of each item being offered**. For example, if the awardee is offering to provide 3 different types/sizes under this solicitation, the awardee shall provide two samples of each of the three sizes as pre-production samples (for a total of six pre-production samples). The pre-production samples are required to be delivered 5 days after date of award.

Government reserves the right to perform visual, dimensional, and/or testing to verify that the Surgical Mask being provided to the Government conform with all requirements of the solicitation.

First delivery to Travis Association for the Blind is required 30 days after date of award.

The pre-production sample shall be shipped to the address below.

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

DLA Troop Support Philadelphia

Attn: Stephanie Gallagher/ DLA-FQB/3-B-4196

700 Robbins Avenue

Philadelphia, PA 19111

3. Inspection and Acceptance: DESTINATION

4. This acquisition is utilizing BEST VALUE TRADEOFF Source Selection Procedures, FAR 15.101-1. As such, the Government intends to make an award to the firm that demonstrates the greatest probability of success and that will perform in a manner which will best meet the Governments stated requirements. See Section L&M for technical evaluation factors and criteria.

Based on the offeror(s) who are determined the best value, who is determined to be responsible in accordance with FAR 9.103 and 9.104, the Government will award to the best value, and will continue to make awards to the next best value offeror until the Government is able to reach their requirements for the Minimum Quantity (20 million each), Estimated Quantity (68 million each), and Maximum Quantity (140 million each).

DLA Troop Support will determine the Minimum Quantity, Estimated Quantity, and Maximum Quantity for each offeror based on each offerors' quantity to be delivered on or before 90 days after award. For example, if an offeror is able to deliver 20 million each (or 29.4% of the estimated quantity) on or before 90 days their Quantities will be as follows:

Minimum Quantity: 5.88 million each

Estimated Quantity: 20 million each

Maximum Quantity: 41.16 million each

*Monthly Maximum: 6.7 million each

Delivery orders may require concurrent deliveries; however, the Government will not require more than the determined monthly maximum. *The Monthly Maximum, per clause 52.216-19, will be determined by the offeror's stated total delivery quantity within the first 90 days divided by 3, OR based on the offeror's monthly maximum capability provided below, whichever is the highest quantity.

Offeror shall enter the country of manufacture and the maximum number of Surgical Masks they are able to deliver in 30 days, 60 days, 90 days, 120 days, and 150 days after the date of award:

Part 12 Clauses (CONTINUED)

		Quantity Delivered to Travis Association for the Blind					
	Country of Manufacture	30 days	60 days	90 days	120 days	150 days	180 days
1		ea.	ea.	ea.	ea.	ea.	ea.
2		ea.	ea.	ea.	ea.	ea.	ea.
3		ea.	ea.	ea.	ea.	ea.	ea.
4		ea.	ea.	ea.	ea.	ea.	ea.
5		ea.	ea.	ea.	ea.	ea.	ea.
6		ea.	ea.	ea.	ea.	ea.	ea.
7		ea.	ea.	ea.	ea.	ea.	ea.
8		ea.	ea.	ea.	ea.	ea.	ea.
9		ea.	ea.	ea.	ea.	ea.	ea.
10		ea.	ea.	ea.	ea.	ea.	ea.

NOTES:

1. If the offeror does not complete the section above they may be excluded from receiving an award.
2. Offerors are cautioned to submit a realistic quantity that they are able to deliver in 30 days, 60 days, 90 days, 120 days, 150 days, and 180 days. If an offeror is unable to meet their delivery schedule the Government reserves the right to terminate the contract.
3. Offerors are cautioned that restrictive quantity may result in exclusion from award due to the Government's need to obtain full coverage as set forth in the above delivery schedule.
4. Offer shall enter the quantities that the offeror is able to deliver every 30 days starting 30 days after award, it shall not be a cumulative total. For example if an offeror can make 100K per month, the offer should show 30 days - 100K, 60 days - 100K, 90 days - 100K, etc.

NOTES:

The Government intends to make more than one award to those offerors that are considered to represent the best value to the Government, based on each offerors' quantity to be delivered on or before 90 days after award (and associated minimum and maximum quantities) until the Government's Estimated Quantity of 68 million each in 90 days is met. In the event that one offeror is able to provide 68 million Berry Compliant gowns within 90 days, the Government reserves the right to make more than one award in order to ensure that more than one source is available to provide the required item. The Government will apportion the contract quantity taking into consideration the greater quantities that a vendor may be able to provide.

Evaluation will be made based on the offerors' ability to meet the Government's requirements set forth in Addendum 52.212-1 Instructions to Offerors - Commercial Items and Addendum 52.212-2 Evaluation - Commercial Items

CAUTION:

The Government may make multiple awards based on an integrated assessment of technical requirements, past performance, socioeconomic proposal and price in the best value to the Government. To ensure that multiple sources are

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

available and to ensure the continuous availability of reliable sources of supply, the offeror who is selected as the best value for one award may be excluded from competition on the remaining quantity based on the authority in FAR 6.202(a)(4). Due to the varying production capabilities of each awardee, delivery orders will be issued under each separate contract in accordance with the terms and conditions of the contract and without notice to, or consideration of, any other contractor, or consideration of the terms and conditions of any other contract. The fair opportunity provisions of FAR 16.505(b) will not be applicable to orders under the resulting contracts.