

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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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. SPE1C120R0103
			(X)	9B. DATED (SEE ITEM 11) 2020 MAY 20
				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

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**Part 12 Clauses**

Reference Solicitation SPE1C1-20-R-0103 for the Isolation Gowns, please see revised language regarding the different lots. 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:** Isolation Gown (Type I - Disposable & Type II - Reusable/multiple-use)

**FSC:** 8415

**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**

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**Part 12 Clauses (CONTINUED)**

the Buy American price evaluation differential provide for insufficient quantities available within the time required.

**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:** 22,000,000 each

**Estimated Quantity:** 70,000,000 each

**Maximum Quantity:** 110,000,000 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 22,000,000 each and a maximum or not to exceed quantity of 110,000,000 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 COMPLIANT<sup>1</sup>, 100% DOMESTIC SOURCE**

**Minimum Quantity:** 22,000,000 each

**Estimated Quantity:** 70,000,000 each

**Maximum Quantity:** 110,000,000 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.

**Offeror Capability:**

Offeror shall enter the Type of Isolation Gown (Type I - Disposable & Type II - Reusable/multiple-use), the level, and the number of Isolation Gowns they are able to deliver in 30 days, 60 days, 90 days, 120 days, 150 days, and 180 days after the date of award.

**IMPORTANT NOTE:**

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

	Type of Gown (I or II) and Level	Quantity Delivered to Travis Association for the Blind					
		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.

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**Part 12 Clauses (CONTINUED)****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.

**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 Isolation Gowns) \_\_\_\_\_ EACH.

**The offeror shall indicate the Unit Price Below:**

NOTE: Line 1 in the table below shall coordinate with Line 1 of the Table under **Offeror Capability** (located directly above). Line 2 in the table below shall coordinate with Line 2 of the Table under **Offeror Capability**, etc.

	Type of Gown (I or II) and Level	Unit Price	Unit
1		\$	1 Each
2		\$	1 Each
3		\$	1 Each
4		\$	1 Each
5		\$	1 Each

**Reminder:** 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 (please refer to the solicitation page 7 for complete set of notes pertaining to the Unit Price)

## 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).

**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 42,000,000 each may be awarded under Lot 0002. The award(s) will be made in accordance with the evaluation procedures listed within the subject solicitation.

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**Part 12 Clauses (CONTINUED)****Offeror Capability:**

Offeror shall enter the Type of Isolation Gown (Type I - Disposable & Type II - Reusable/multiple-use), the level, and the number of Isolation Gowns they are able to deliver in 30 days, 60 days, 90 days, 120 days, 150 days, and 180 days after the date of award

**IMPORTANT NOTE:**

The stated minimum quantities, estimated quantities, and maximum quantities are required by the Government; however, you are to fill in the quantities for which your firm is offering.

	Type of Gown (I or II) and Level	Quantity Delivered to Travis Association for the Blind					
		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.

**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.

**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 Isolation Gowns) \_\_\_\_\_ EACH.

**The offeror shall indicate the country where the material is manufactured, the country where the Isolation Gowns are cut and sewn, the type of gown (including level), and the Unit Price Below:**

NOTE: Line 1 in the table below shall coordinate with Line 1 of the Table under **Offeror Capability** (located directly above). Line 2 in the table below shall coordinate with Line 2 of the Table under **Offeror Capability**, etc.

	Country of Material Manufacture	Country of Manufacture (cut & sew)	Type of Gown (I or II) and Level	Unit Price	Unit
1				\$	1 Each
2				\$	1 Each
3				\$	1 Each
4				\$	1 Each
5				\$	1 Each

**Reminder:** 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 (please refer to the solicitation page 7 for complete set of notes pertaining to the Unit Price)

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**Part 12 Clauses (CONTINUED)****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 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.

**Offeror Capability:**

Offeror shall enter the Type of Isolation Gown (Type I - Disposable & Type II - Reusable/multiple-use), the level, and the number of Isolation Gowns they are able to deliver in 30 days, 60 days, 90 days, 120 days, 150 days, and 180 days after the date of award.

**IMPORTANT NOTE:**

The stated minimum quantities, estimated quantities, and maximum quantities are required by the Government; however, you are to fill in the quantities for which your firm is offering.

		Quantity Delivered to Travis Association for the Blind					
	Type of Gown (I or II) and Level	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.

**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.

**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 Isolation Gowns) \_\_\_\_\_ EACH.

**The offeror shall indicate the country where the material is manufactured, the country where the Isolation Gowns are cut and sewn, the type of gown (including level), and the Unit Price Below:**

NOTE: Line 1 in the table below shall coordinate with Line 1 of the Table under **Offeror Capability** (located directly above). Line 2 in the table below shall coordinate with Line 2 of the Table under **Offeror Capability**, etc.

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**Part 12 Clauses (CONTINUED)**

	Country of Material Manufacture	Country of Manufacture (cut & sew)	Type of Gown (I or II) and Level	Unit Price	Unit
1				\$	1 Each
2				\$	1 Each
3				\$	1 Each
4				\$	1 Each
5				\$	1 Each

**Reminder:** 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 (please refer to the solicitation page 7 for complete set of notes pertaining to the Unit Price)

**CAUTION NOTICES:**

Please note that the Isolation Gowns being acquired under this solicitation are 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.

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 States will be considered for award.