

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 20	
2. CONTRACT (Proc. Inst. Ident.) NO. W911QY20C0047		3. EFFECTIVE DATE 17 APR 2020		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0011487274			
5. ISSUED BY WBQK ACC-APG NATICK CONTRACT NG DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	6. ADMINISTERED BY (If other than Item 5) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANT LLY VA 20151			CODE S2404A	SCD: B
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SOURCEAMERICA (b) (6) 8401 OLD COURTHOUSE RD VENNA VA 22182-3820				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
CODE 64067		FACILITY CODE		10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
11. SHIP TO/MARK FOR CODE PM SOLD ER EQUIPMENT STAG NG/NET FAC LIT (b) (6) 7100 M LLET HWY LANS NG MI 48917		CODE W912H7	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS - COLUMBUS CENTER (HQ0338) SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$23,200.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return <u> </u> copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18 <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document) Your bid on Solicitation Number <u> </u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract)			
19A. NAME AND TITLE OF SIGNER (Type or print) Steven C. Follum Director, Contract Management				20A. NAME OF CONTRACTING OFFICER (b) (6) TEL: <u> </u> EMAIL: <u> </u>			
19B. NAME OF CONTRACTOR B (b) (6) (Signature of person authorized to sign)		19C. DATE SIGNED 04/17/2020		20B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		20C. DATE SIGNED 17 APR 2020	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Face Covering - ReadyOne FFP Universally sized Operational Camouflage Pattern (OCP) Protective Face Coverings, in accordance with GL-PD-20-05A FOB: Destination COLOR: OCP PURCHASE REQUEST NUMBER: 0011487274 PSC CD: 8415	(b) (4)	Each	(b) (4)	\$11,600.00
NET AMT					\$11,600.00
ACRN AA CIN: GFEBS001148727400010					\$11,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Face Covering - IOB Greensboro FFP Universally sized Operational Camouflage Pattern (OCP) Protective Face Coverings, in accordance with GL-PD-20-05A. FOB: Destination COLOR: OCP PURCHASE REQUEST NUMBER: 0011487274 PSC CD: 8415	(b) (4)	Each	(b) (4)	\$11,600.00
NET AMT					\$11,600.00
ACRN AA CIN: GFEBS001148727400020					\$11,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CDRL A001: Manufacturability Report FFP Data, reports, and deliverables specified in Exhibit A - Manufacturability Report (CDRL A001). FOB: Destination PSC CD: 8415	1	Each		NSP

NET AMT

Section C - Descriptions and Specifications

Title: COVID-19 Face Protection**1.0 Background and discussion:**

This Statement of Work (SOW) covers the manufacturing of 4,000 Operational Camouflage Pattern (OCP) Protective Face Coverings in response to the COVID-19 National Emergency; in accordance with GL-PD-20-05A, 13 April 2020. This effort will rapidly provide face, nose and mouth protection to reduce the spread of COVID-19, while determining the best design and path forward for long-term face protection. Each mask must be of a woven material, capable of covering the mouth and nose without being held in place by the hand.

1.1. Quantity- (b) (4) Face Coverings.

2.0 Objective:

This effort will be accomplished in two phases.

Phase I Manufacturing -

2.1 (b) (4) Universally sized Operational Camouflage Pattern (OCP) Protective Face Coverings, in accordance with GL-PD-20-05A, 13 April 2020.

2.2 Once completed, all masks will be shipped as follows –

PM-SSV RFI Facility
7100 Millet HWY,
Lansing, MI
48917
517-316-4072

Phase II Manufacturability Report (Approx 45 days after delivery date 5/1/20)-

1. The work center(s) will submit a manufacturability report to include-
 - a. Manufacturability of end item constructed.
 - b. Manufacturing processes that can be improved or streamlined.
 - c. Suggested improvements to specifications or processes that will result in improved design, reduced labor, or reduce material costs

3.0 Applicable Documents:

3.1 GL-PD-20-05A, 13 April 2020.

4.0 Requirements:

The Army has a requirement for the manufacturing of the following items;

4.1 (b) (4) Operational Camouflage Pattern (OCP) Protective Face Coverings

5.0 Estimated period of performance.

The M&D effort should last approximately 30-45 days after receipt of award

6.0 Qualifications.

The Vendor must be a Mandatory Source familiar with the processes involved in cut and sew manufacturing.

7.0 Deliverables

10.0 (b) (4) Universally sized Operational Camouflage Pattern (OCP) Protective Face Coverings, in accordance with GL-PD-20-05A, 13 April 2020

11.0 Quality Assurance

11.1 Responsibility for Inspection. The contractor shall be responsible for the performance of all inspection requirements specified in the product description. The contractor may use his own or any other facilities, with Government concurrence, suitable for the performance of the inspection requirements specified herein. The Government reserves the right to audit, perform, witness, or verify any of the inspections set forth herein where the inspections are deemed necessary to assure supplies and services conform to prescribed requirements. The contractor shall be responsible for correcting any deficiencies found during Government testing in all affected contractor product.

11.2 Berry Amendment The Prime Contractor and the entire supply chain are required to adhere to the Berry Amendment. The Prime Contractor shall educate and mentor the entire supply chain in the implementation and maintenance of Berry Amendment compliance. The Prime Contractor shall assess the entire supply chain for compliance to the Berry Amendment, and shall maintain documentation of Berry product compliance, and supply chain education, mentoring, and assessments. The Government shall assess the Prime Contractor's compliance to the Berry Process in conjunction with the Quality Systems assessment of Purchasing and Supplier Control. The Government cannot accept noncompliant equipment, and the contractor shall not be paid for any items in violation of the Berry Amendment. If a Berry Amendment violation is determined to have occurred after the government has accepted delivery, the contractor is required to replace the item in violation of the Act with an item from a domestic source, at their own expense. Once the contractor has provided items from an acceptable source; the Government may again accept delivery and compensate the contractor. The Government may pursue additional claims against the contractor if the Government incurred other damages due to non-compliance

Section D - Packaging and Marking

The Contractor shall ensure all items are preserved, packaged, marked, and shipped, in accordance with Attachment 0001 – General Vendor Shipping Instructions Rev 12a, Section J.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	01-MAY-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	W912H7
0002	01-MAY-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 0212020202020200000112121262 A.0043929.20.12 6100.9000021001
COST CODE: A5XKO
AMOUNT: \$23,200.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	GFEB001148727400010	\$11,600.00
	0002	GFEB001148727400020	\$11,600.00

CONTRACT ADMINISTRATION

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

The contact information for the Procuring Contracting Officer (PCO) is:

(b) (6) [Redacted contact information for PCO]

The contact information for the Contract Specialist is:

(b) (6) [Redacted contact information for Contract Specialist]

Inquiries concerning normal contract administration should be referred to the corresponding Defense Contract Management Agency (DCMA) office.

The contact information for the Administrative Contracting Officer (ACO) is:

(b) (6) [Redacted contact information for ACO]

CONTRACT TYPE

Firm Fixed Price

NOTIFICATION OF REVISIONS AND CHANGE

Notification of revision of changes to names or email addresses will be provided by official correspondence from the PCO/ACO or office of the PCO/ACO in lieu of a contract modification.

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W911QY
Admin DoDAAC	S2404A
Inspect By DoDAAC	S2404A, S3500A, S5111A
Ship To Code	W912H7

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

This order is issued under the Federal Acquisition Regulation (FAR) Subpart 8.7 - Acquisition from Non-Profit Agencies Employing People Who Are Blind or Severely Disabled.

At no point in the supply chain shall the Operational Camouflage Pattern (OCP) royalty be monetarily passed on to the Government.

Handling of Scraps, Seconds, Irregulars, Defective Garments, Extra Material (SSIDGEM), and other products containing Government-owned Operational Camouflage Pattern (OCP) The Government claims exclusive ownership of the Operational Camouflage Pattern (OCP). Therefore, no entity other than the Government, or those contracted by or having obtained proper permission or licenses from the Government to do so, may produce, sell, or transfer in any manner any items (clothing or non-clothing) containing or copying, in whole or in part, the Operational Camouflage Pattern. In order to minimize Government costs regarding the production of fabric and uniforms, the Contractor agrees to handle scraps, seconds, irregulars, defective garments, and extra material (SSIDGEM) containing the Operational Camouflage Pattern in the following manner: Utilize SSIDGEM within Government deliverables in a nonvisible manner, e.g., as pocket liners to blouses and trousers; Utilize SSIDGEM within commercial distribution channels in a nonvisible manner, e.g., as pocket liners to blouses and trousers, nonrecognizable filler material, chopped material as carpet backing, etc. Any remaining SSIDGEM containing the Operational Camouflage Pattern, which are not utilized for Government contracts or for a purpose authorized in writing by the Government through a license agreement, shall be destroyed and not sold or transferred in any manner. Inquiries regarding licenses for commercial sales of other OCP printed products shall be handled in accordance with the below paragraph. Destruction shall be in accordance with all applicable State, Federal, and Local laws, regulations, and ordinances. This restriction applies to the prime contractor, as well as all subcontractors, and shall be incorporated into all agreements with subcontractors. The contractor shall retain records of the quantity of SSIDGEM destroyed for six (6) years after the contract is closed out and, at the request of the Contracting Officer, shall certify to the destruction of all SSIDGEM. The contractor shall notify the Contracting Officer and the Quality Assurance Representative (QAR) of the date, time, and place of destruction and permit the QAR to be present and witness the destruction of any and all SSIDGEM containing the Operational Camouflage Pattern. Any deviation from the forgoing paragraph is at the Government's discretion and must be memorialized in a written agreement, executed by both the Contracting Officer and the prime contractor, in order to be effective. Vendors are cautioned that the Government will not reimburse for any SSIDGEM or destruction of SSIDGEM.

Inquiries Regarding Licenses for Commercial Sales of Articles Bearing Operational Camouflage Pattern (OCP) The contractor shall address any inquiries regarding a license to cover commercial sales of articles bearing the Operational Camouflage Pattern (OCP) to the Office of Research and Technology Applications, RDNS-BOB-T, U.S. Army Natick Soldier Research Development and Engineering Center, General Greene Avenue, Natick, MA 01760, Phone: 508-233-4184 or 508-233- 5667. The contractor shall provide in the inquiry a means to separately account for commercial sales involving the use of scraps, seconds, irregulars, defective garments and extra material (SSIDGEM) resulting from this contract, and/or commercial sales that cover other products with the OCP and unrelated to SSIDGEM produced under this contract. The contractor shall copy all inquiries and license agreements to the Contracting Officer and to the Product Manager, Soldier Clothing and Individual Equipment, PEO Soldier, 5981 13th Street, Bldg 1155, Fort Belvoir, VA 22060-5800.

PLACE OF PERFORMANCE

The following are authorized places of performance:

ROI

1414 Ability Drive
El Paso, TX 79936
CAGE: 1A9C2

Contractor DCMA Office: S3500A

IOB Greensboro -
920 W Gate City Blvd
Greensboro, NC, 27403
CAGE: 84470
Contractor DCMA Office: S5111A

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-13	Notice of Set-Aside of Orders	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016

CLAUSES INCORPORATED BY FULL TEXT

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.243-1	Changes--Fixed Price	AUG 1987
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.227-9 REFUND OF ROYALTIES (APR 1984)

(a) The contract price includes certain amounts for royalties payable by the Contractor or subcontractors or both, which amounts have been reported to the Contracting Officer.

(b) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract hereunder.

(c) The Contractor shall furnish to the Contracting Officer, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons.

(d) The Contractor will be compensated for royalties reported under paragraph (c) of this clause, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer to be properly chargeable to the Government and allocable to the contract. To the extent that any royalties that are included in the contract price are not in fact paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the Government and allocable to the contract, the contract price shall be reduced. Repayment or credit to the Government shall be made as the Contracting Officer directs.

(e) If, at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse the Government in a corresponding amount.

(f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Table of Contents

<u>Attachment #</u>	<u>Title</u>	<u># of Pages</u>	<u>Date</u>
Attachment 0001	Peckham General Vendor Shipping Instructions Rev 12a	05	30 Apr 2019
Attachment 0002	GL-PD-20-05A - Face Covering	16	13 Apr 2020
Exhibit A	CDRL A001 – Manufacturability Report	01	15 Apr 2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE J	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 21-Apr-2020	4 REQUISITION/PURCHASE REQ NO 0011487274	5 PROJECT NO (If applicable)
6 ISSUED BY CODE W911QY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		7 ADMINISTERED BY (If other than item 6) CODE S2404A DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151 SCD: B	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOURCEAMERICA (b) (6) 8401 OLD COURTHOUSE RD VENNA VA 22182-3820		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0047	
CODE 64067		X 10B. DATED (SEE ITEM 13) 17-Apr-2020	
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 Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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 ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
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).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between contracting parties.			
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 <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mbuchana201382 a. The purpose of this modification is to update the delivery schedule and Sections G & H. b. This modification is necessary to allow for the evolution of this program. c. The total value, and total funded amount of this order, remains unchanged at \$23,200.00.			
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) Steven C. Follum Director, Contract Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR (b) (6) <small>(gn)</small>	15C. DATE SIGNED 04/20/2020	16B. UNITED STATES OF AMERICA (b) (6)	16C. DATE SIGNED 21 Apr 2020

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
01-MAY-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
01-MAY-2020	(b) (4)	PM-SCIE JEFFERY MYHRE PM-SCIE 5981 13TH ST, BLDG 1155 FORT BELVOIR VA 22060 FOB: Destination	W91231

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
01-MAY-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
---------------	----------	-----------------	------------------

01-MAY-2020

(b) (4)

PM-SCIE
JEFFERY MYHRE
PM-SCIE
5981 13TH ST, BLDG 1155
FORT BELVOIR VA 22060
FOB: Destination

W91231

The following Delivery Schedule for CLIN 0003 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
15-MAY-2020	█	PM-SCIE JEFFERY MYHRE PM-SCIE 5981 13TH ST, BLDG 1155 FORT BELVOIR VA 22060 FOB: Destination	W91231

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W911QY
Admin DoDAAC	S2404A
Inspect By DoDAAC	S2404A, S3500A, S5111A
Ship To Code	W91231

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

PLACES OF PERFORMANCE

The following are authorized places of performance:

ROI

1414 Ability Drive

El Paso, TX 79936

CAGE: 1A9C2

Contractor DCMA Office: S3500A

IOB Greensboro -

920 W Gate City Blvd

Greensboro, NC, 27403

CAGE: 84470

Contractor DCMA Office: S5111A

- ROI/Greensboro-Drawcord Elastic 1/8" dia. Polyester, Weight: 0.20 oz/yd, Min 55 pick/in, Min 12 elas strands, Elog: 120 (+/- 10)% Tan 499, 320005A01, ACP 1/8" elastic

- ROI/Greensboro- Cordloc Elliptical Shaped, 3-pound min Holding Strength, 350-6000-5674, TAN 499, 320006A02, ACP Cordlock, EA

- ROI/Greensboro- Improved Hot Weather Combat Uniform fabric with anti-wrinkle treatment is acceptable

- Contractor warrants that items delivered are as described in the Purchase Description. Contractor makes no other representations or warranties with respect to the items delivered. Items are not subject to FDA approval. For personal protection use only when FDA-cleared masks are unavailable or in conjunction with an FDA-cleared mask. Not for use in a surgical setting, in a clinical setting where the infection risk through inhalation exposure is high, when significant exposure to viruses or bodily or other hazardous fluids may be expected, or in the presence of a high intensity heat source or flammable gas. Contractor expressly does not warrant or guarantee that the delivered items will prevent transmission of the Coronavirus or symptoms of COVID-19.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE J	PAGE OF PAGES 1 16
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE 06-May-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)
6 ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	CODE W911QY	7 ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151		CODE S2404A SCD: B
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOURCEAMERICA STEVEN FOLLUM 8401 OLD COURTHOUSE RD VENNA VA 22182-3820			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0047	
CODE 64067			X 10B. DATED (SEE ITEM 13) 17-Apr-2020	
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 offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer 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 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) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between contracting parties.				
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 <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mbuchana201490 a. The purpose of this modification is to add CLINs 0004-0007, among other updates (see Page 2). b. This modification is necessary to allow for the purchase of additional quantities. c. The total value, and total funded amount of this contract, have both increased by \$6,282,120.00 from \$23,200.00 to \$6,305,320.00.				
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) Steven C. Follum Director, Contract Management			16A. CONTRACTING OFFICER (Type or print) (b) (6) TEL: (b) (6) EMAIL: (b) (6)	
(b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 06 April 2020	16C. DATE SIGNED 06 May 2020	
			(b) (6) (Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$6,282,120.00 from \$23,200.00 to \$6,305,320.00.

The standard size code has changed from 500 to 750.

The NAICS code has changed from 339999 to 315210.

SECTION B - SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 0003

The NAICS code has changed from 333999 to 315210.

CLIN 0003

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 / ACRN AB FFP \$11,600.00 PURCHASE REQUEST NUMBER: 0011491100				\$0.00
				NET AMT	\$0.00
	ACRN AB CIN: GFEB001149110000010				\$11,600.00

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					\$0.00

Funding for CLIN 0002 / ACRN AB
 FFP
 \$11,600.00
 PURCHASE REQUEST NUMBER: 0011491100

NET AMT	\$0.00
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ACRN AB	\$11,600.00
CIN: GFEB001149110000020	

CLIN 0004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		(b) (4)	Each	(b) (4)	\$1,188,997.50

Face Covering / Type II / ReadyOne
 FFP
 PEO Soldier / GL-PD-20-05B, dated 22 APR 2020 / Class 3
 FOB: Destination
 NSN: 8415-01-687-8956
 COLOR: OCP
 PURCHASE REQUEST NUMBER: 0011494049
 PSC CD: 8415

NET AMT	\$1,188,997.50
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ACRN AB	\$1,188,997.50
CIN: GFEB001149404900001	

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Face Covering / Type II / Greensboro FFP PEO Soldier / GL-PD-20-05B, dated 22 APR 2020 / Class 3 FOB: Destination NSN: 8415-01-687-8956 COLOR: OCP PURCHASE REQUEST NUMBER: 0011494049 PSC CD: 8415	(b) (4)	Each	(b) (4)	\$1,188,997.50

NET AMT	\$1,188,997.50
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ACRN AB CIN: GFEBS001149404900002	\$1,188,997.50
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CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Face Covering / Type II / ReadyOne FFP JPEO / GL-PD-20-05B, dated 22 APR 2020 / Class 3 FOB: Destination NSN: 8415-01-687-8956 COLOR: OCP PURCHASE REQUEST NUMBER: 0011494143-0002 PSC CD: 8415	(b) (4)	Each	(b) (4)	\$1,952,062.50

NET AMT	\$1,952,062.50
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ACRN AC CIN: GFEBS001149414300001	\$1,952,062.50
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CLIN 0007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Face Covering / Type II / Greensboro FFP JPEO / GL-PD-20-05B, dated 22 APR 2020 / Class 3 FOB: Destination NSN: 8415-01-687-8956 COLOR: OCP PURCHASE REQUEST NUMBER: 0011494143-0002 PSC CD: 8415	(b) (4)	Each	(b) (4)	\$1,952,062.50

NET AMT \$1,952,062.50

ACRN AC \$1,952,062.50
CIN: GFEBS001149414300002

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

Face Coverings

1.0 Background and discussion:

This Statement of Work (SOW) covers the manufacturing of Operational Camouflage Pattern (OCP) Protective Face Coverings in response to the COVID-19 National Emergency; in accordance with GL-PD-20-05A & B. This effort will rapidly provide face, nose and mouth protection to reduce the spread of COVID-19, while determining the best design and path forward for long-term face protection. Each mask must be of a woven material, capable of covering the mouth and nose without being held in place by the hand.

2.0 Objective:

This effort will be accomplished in two phases.

Phase 1 Manufacturing -

- 2.1 Universally sized Operational Camouflage Pattern (OCP) Protective Face Coverings.
- 2.2 Once completed, all masks will be shipped as follows:

PM-SSV RFI Facility
7100 Millet HWY
Lansing, MI
48917
517-316-4072

or

SHIP TO DODAAC: W62G2X
STORAGE RIC: B2F
OWNER RIC: A12
COVID-19 PPE Program
Sierra Army Depot (SIAD)
74 Currant Street Bldg 311
HERLONG CA 96113-5000

Phase II Manufacturability Report

1. The work center(s) will submit a manufacturability report to include-
 - a. Manufacturability of end item constructed.
 - b. Manufacturing processes that can be improved or streamlined.
 - c. Suggested improvements to specifications or processes that will result in improved design, reduced labor, or reduce material costs

11.0 Quality Assurance

11.1 Responsibility for Inspection. The contractor shall be responsible for the performance of all inspection requirements specified in the product description. The contractor may use his own or any other facilities, with Government concurrence, suitable for the performance of the inspection requirements specified herein. The Government reserves the right to audit, perform, witness, or verify any of the inspections set forth herein where the inspections are deemed necessary to assure supplies and services conform to prescribed requirements. The contractor shall be responsible for correcting any deficiencies found during Government testing in all affected contractor product.

11.2 Berry Amendment The Prime Contractor and the entire supply chain are required to adhere to the Berry Amendment. The Prime Contractor shall educate and mentor the entire supply chain in the implementation and maintenance of Berry Amendment compliance. The Prime Contractor shall assess the entire supply chain for compliance to the Berry Amendment, and shall maintain documentation of Berry product compliance, and supply chain education, mentoring, and assessments. The Government shall assess the Prime Contractor's compliance to the Berry Process in conjunction with the Quality Systems assessment of Purchasing and Supplier Control. The Government cannot accept noncompliant equipment, and the contractor shall not be paid for any items in violation of the Berry Amendment. If a Berry Amendment violation is determined to have occurred after the government has accepted delivery, the contractor is required to replace the item in violation of the Act with an item from a domestic source, at their own expense. Once the contractor has provided items from an acceptable source; the Government may again accept delivery and compensate the contractor. The Government may pursue additional claims against the contractor if the Government incurred other damages due to non-compliance.

SECTION D - PACKAGING AND MARKING

The following have been modified:

The Contractor shall ensure all items are preserved, packaged, marked, and shipped, in accordance with Attachment 0001 (PEO Soldier) – General Vendor Shipping Instructions Rev 12a, and Attachment 0004 (JPEO), found within Section J.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The Acceptance/Inspection Schedule for CLIN 0003 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2020	█	PM-SCIE JEFFERY MYHRE PM-SCIE 5981 13TH ST, BLDG 1155 FORT BELVOIR VA 22060 FOB: Destination	W91231

The following Delivery Schedule for CLIN 0004 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
20-JUL-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	W912H7
02-SEP-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
03-NOV-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
04-JAN-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
02-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
04-MAY-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7

The following Delivery Schedule for CLIN 0005 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
04-AUG-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	W912H7
02-OCT-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
03-DEC-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
02-FEB-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
02-APR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7

02-JUN-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912H7
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The following Delivery Schedule for CLIN 0006 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
04-AUG-2020	(b) (4)	W62G2X SIERRA ARMY DEPOT ATTN JASON TONG 74 CURRANT ST. BLDG. # 311N STORAGE RIC:B2F/OWNER RIC: A12 COVID-19 PPE PROGRAM HERLONG CA 96113-5000 : (530) 827-4779 FOB: Destination	W62G2X
02-OCT-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
03-DEC-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-FEB-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-APR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
04-MAY-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-JUN-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-JUL-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X

The following Delivery Schedule for CLIN 0007 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
20-JUL-2020	(b) (4)	W62G2X SIERRA ARMY DEPOT ATTN JASON TONG 74 CURRANT ST. BLDG. # 311N STORAGE RIC:B2F/OWNER RIC: A12 COVID-19 PPE PROGRAM HERLONG CA 96113-5000 : (530) 827-4779 FOB: Destination	W62G2X

02-SEP-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
03-NOV-2020	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
04-JAN-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-MAR-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
04-MAY-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-JUN-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X
02-JUL-2021	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62G2X

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,282,120.00 from \$23,200.00 to \$6,305,320.00.

CLIN 0001:

AA: 02120202020200000112121262 A.0043929.20.12 6100.9000021001 A5XKO (CIN GFEB001148727400010) was decreased by \$11,600.00 from \$11,600.00 to \$0.00

SUBCLIN 000101:

Funding on SUBCLIN 000101 is initiated as follows:

ACRN: AB

CIN: GFEB001149110000010

Acctng Data: 02120202020200000112121262 A.0043929.20.13 6100.9000021001

Increase: \$11,600.00

Total: \$11,600.00

Cost Code: A5XKO

CLIN 0002:

AA: 0212020202020200000112121262 A.0043929.20.12 6100.9000021001 A5XKO (CIN
GFEB001148727400020) was decreased by \$11,600.00 from \$11,600.00 to \$0.00

SUBCLIN 000201:

Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AB

CIN: GFEB001149110000020

Acctng Data: 0212020202020200000112121262 A.0043929.20.13 6100.9000021001

Increase: \$11,600.00

Total: \$11,600.00

Cost Code: A5XKO

CLIN 0004:

Funding on CLIN 0004 is initiated as follows:

ACRN: AB

CIN: GFEB001149404900001

Acctng Data: 0212020202020200000112121262 A.0043929.20.13 6100.9000021001

Increase: \$1,188,997.50

Total: \$1,188,997.50

Cost Code: A5XKO

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AB

CIN: GFEB001149404900002

Acctng Data: 0212020202020200000112121262 A.0043929.20.13 6100.9000021001

Increase: \$1,188,997.50

Total: \$1,188,997.50

Cost Code: A5XKO

CLIN 0006:

Funding on CLIN 0006 is initiated as follows:

ACRN: AC

CIN: GFEB001149414300001

Acctng Data: 0212020202020800000111113310 S.0074126.2.1.3 6100.9000021001

Increase: \$1,952,062.50

Total: \$1,952,062.50

Cost Code: A24AA

CLIN 0007:

Funding on CLIN 0007 is initiated as follows:

ACRN: AC

CIN: GFEB001149414300002

Acctng Data: 0212020202020800000111113310 S.0074126.2.1.3 6100.9000021001

Increase: \$1,952,062.50

Total: \$1,952,062.50

Cost Code: A24AA

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W911QY
Admin DoDAAC	S2404A
Inspect By DoDAAC	S2404A, S3500A, S5111A
Ship To Code	W91231, W912H7, W62G2X

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

This order is issued under the Federal Acquisition Regulation (FAR) Subpart 8.7 - Acquisition from Non-Profit Agencies Employing People Who Are Blind or Severely Disabled.

At no point in the supply chain shall the Operational Camouflage Pattern (OCP) royalty be monetarily passed on to the Government.

Handling of Scraps, Seconds, Irregulars, Defective Garments, Extra Material (SSIDGEM), and other products containing Government-owned Operational Camouflage Pattern (OCP) The Government claims exclusive ownership of the Operational Camouflage Pattern (OCP). Therefore, no entity other than the Government, or those contracted by or having obtained proper permission or licenses from the Government to do so, may produce, sell, or transfer in any manner any items (clothing or non-clothing) containing or copying, in whole or in part, the Operational Camouflage Pattern. In order to minimize Government costs regarding the production of fabric and uniforms, the Contractor agrees to handle scraps, seconds, irregulars, defective garments, and extra material (SSIDGEM) containing the Operational Camouflage Pattern in the following manner: Utilize SSIDGEM within Government deliverables in a nonvisible manner, e.g., as pocket liners to blouses and trousers; Utilize SSIDGEM within commercial distribution channels in a nonvisible manner, e.g., as pocket liners to blouses and trousers, nonrecognizable filler material, chopped material as carpet backing, etc. Any remaining SSIDGEM containing the Operational Camouflage Pattern, which are not utilized for Government contracts or for a purpose authorized in writing by the Government through a license agreement, shall be destroyed and not sold or transferred in any manner. Inquiries regarding licenses for commercial sales of other OCP printed products shall be handled in accordance with the below paragraph. Destruction shall be in accordance with all applicable State, Federal, and Local laws, regulations, and ordinances. This restriction applies to the prime contractor, as well as all subcontractors, and shall be incorporated into all agreements with subcontractors. The contractor shall retain records of the quantity of SSIDGEM destroyed for six (6) years after the contract is closed out and, at the request of the Contracting Officer, shall certify to the destruction of all SSIDGEM. The contractor shall notify the Contracting Officer and the Quality Assurance Representative (QAR) of the date, time, and place of destruction and permit the QAR to be present and witness the destruction of any and all SSIDGEM containing the Operational Camouflage Pattern. Any deviation from the forgoing paragraph is at the Government's discretion and must be memorialized in a written agreement, executed by both the Contracting Officer and the prime contractor, in order to be effective. Vendors are cautioned that the Government will not reimburse for any SSIDGEM or destruction of SSIDGEM.

Inquiries Regarding Licenses for Commercial Sales of Articles Bearing Operational Camouflage Pattern (OCP) The contractor shall address any inquiries regarding a license to cover commercial sales of articles bearing the Operational Camouflage Pattern (OCP) to the Office of Research and Technology Applications, RDNS-BOB-T, U.S. Army Natick Soldier Research Development and Engineering Center, General Greene Avenue, Natick, MA 01760, Phone: 508-233-4184 or 508-233- 5667. The contractor shall provide in the inquiry a means to separately account for commercial sales involving the use of scraps, seconds, irregulars, defective garments and extra material (SSIDGEM) resulting from this contract, and/or commercial sales that cover other products with the OCP and unrelated to SSIDGEM produced under this contract. The contractor shall copy all inquiries and license agreements to the Contracting Officer and to the Product Manager, Soldier Clothing and Individual Equipment, PEO Soldier, 5981 13th Street, Bldg 1155, Fort Belvoir, VA 22060-5800.

PLACES OF PERFORMANCE

The following are authorized places of performance:

ROI

1414 Ability Drive

El Paso, TX 79936

CAGE: 1A9C2

Contractor DCMA Office: S3500A

IOB Greensboro -

920 W Gate City Blvd

Greensboro, NC, 27403

CAGE: 84470

Contractor DCMA Office: S5111A

- ROI/Greensboro-Drawcord Elastic 1/8" dia. Polyester, Weight: 0.20 oz/yd, Min 55 pick/in, Min 12 elas strands, Elog: 120 (+/- 10)% Tan 499, 320005A01, ACP 1/8" elastic

- ROI/Greensboro- Cordloc Elliptical Shaped, 3-pound min Holding Strength, 350-6000-5674, TAN 499, 320006A02, ACP Cordlock, EA

- ROI/Greensboro- Improved Hot Weather Combat Uniform fabric with anti-wrinkle treatment is acceptable

- Contractor warrants that items delivered are as described in the Purchase Description. Contractor makes no other representations or warranties with respect to the items delivered. Items are not subject to FDA approval. For personal protection use only when FDA-cleared masks are unavailable or in conjunction with an FDA-cleared mask. Not for use in a surgical setting, in a clinical setting where the infection risk through inhalation exposure is high, when significant exposure to viruses or bodily or other hazardous fluids may be expected, or in the presence of a high intensity heat source or flammable gas. Contractor expressly does not warrant or guarantee that the delivered items will prevent transmission of the Coronavirus or symptoms of COVID-19.

- CLINs 0004-0007 shall be manufactured in accordance with Attachments 0003-0006.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.225-9	Buy American--Construction Materials	MAY 2014
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Table of Contents

<u>Attachment #</u>	<u>Title</u>	<u># of Pages</u>	<u>Date</u>
Attachment 0001	Peckham General Vendor Shipping Instructions Rev 12a (PEO)	05	30 Apr 2019
Attachment 0002	GL-PD-20-05A - Face Covering	16	13 Apr 2020
Attachment 0003	GL-PD-20-05B - Face Covering	20	22 Apr 2020
Attachment 0004	Delivery Instructions to Sierra (JPEO)	01	05 May 2020
Attachment 0005	ReadyOne Type II Alterations	01	05 May 2020
Attachment 0006	Greensboro Type II Alterations	01	05 May 2020
Exhibit A	CDRL A001 – Manufacturability Report	01	15 Apr 2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO P00003		3 EFFECTIVE DATE 27-May-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable) 1 4
6 ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7 ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151	
			CODE SCD: B	S2404A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOURCEAMERICA (b) (6) 8401 OLD COURTHOUSE RD VENNA VA 22182-3820			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0047	
			X 10B. DATED (SEE ITEM 13) 17-Apr-2020	
CODE 64067		FACILITY CODE		
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 offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(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 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between contracting parties.				
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 <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mbuchana201683				
<p>a. The purpose of this modification is to update the delivery schedule and add new Attachments into Section J.</p> <p>b. This modification is necessary to allow for the proper administration of this contract.</p> <p>c. The total value, and total funded amount of this contract, have both remained unchanged.</p>				
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) Steven C. Follum Director, Contract Management			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)	
			TEL: (b) (6) EMAIL: (b) (6)	
(b) (6)		15C. DATE SIGNED 27May2020	16B. UNITED STATES OF AMERICA B (b) (6)	
			16C. DATE SIGNED 27 May 2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
20-JUL-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
20-JUL-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-JUN-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	
		SHIP TO ADDRESS	

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
04-AUG-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
04-AUG-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
10-JUL-2020	(b) (4)	PM SOLDIER EQUIPMENT STAGING/NET W912H7 FACILIT MR. JIM GUSTAFSON 7100 MILLET HWY LANSING MI 48917 (517) 316-4072 FOB: Destination	

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Table of Contents

Attachment #	Title	# of Pages	Date
Attachment 0001	Peckham General Vendor Shipping Instructions Rev 12a (PEO) 05	05	30 Apr 2019
Attachment 0002	GL-PD-20-05A - Face Covering	16	13 Apr 2020
Attachment 0003	GL-PD-20-05B - Face Covering	20	22 Apr 2020
Attachment 0004	Delivery Instructions to Sierra (JPEO)	01	05 May 2020
Attachment 0005	ReadyOne Type II Alterations	01	05 May 2020
Attachment 0006	Greensboro Type II Alterations	01	05 May 2020
Attachment 0007	GL-PD-20-05C	20	08 May 2020
Attachment 0008	Approved Waiver 20SCIE0061	02	20 May 2020
Attachment 0009	Approved Waiver 20SCIE0062	02	19 May 2020
Exhibit A	CDRL A001 – Manufacturability Report	01	15 Apr 2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO P00004		3 EFFECTIVE DATE 30-Jun-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable) 1 2
6 ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7 ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151		CODE S2404A SCD: B
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOURCEAMERICA (b) (6) 8401 OLD COURTHOUSE RD VENNA VA 22182-3820				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0047	
				X 10B. DATED (SEE ITEM 13) 17-Apr-2020	
CODE 64067		FACILITY CODE			
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 offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between contracting parties.					
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 <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mbuchana202142					
<p>a. The purpose of this modification is to add documents into Section J.</p> <p>b. This modification is necessary to allow for the proper administration of this contract.</p> <p>c. The total value, and total funded amount of this contract, have both remained unchanged.</p>					
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) Steven C. Follum Director, Contract Management			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)		
			TEL: (b) (6) EMAIL: (b) (6)		
(b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 30 June 2020	16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 30 June 2020

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Table of Contents

Attachment #	Title	# of Pages	Date
Attachment 0001	Peckham General Vendor Shipping Instructions Rev 12a (PEO) 05	05	30 Apr 2019
Attachment 0002	GL-PD-20-05A - Face Covering	16	13 Apr 2020
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Attachment 0007	GL-PD-20-05C	20	08 May 2020
Attachment 0008	Approved Waiver 20SCIE0061	02	20 May 2020
Attachment 0009	Approved Waiver 20SCIE0062	02	19 May 2020
Attachment 0010	GL-PD-20-05D	15	12 June 2020
Attachment 0011	Letter Change to GL-PD-20-05D	02	19 June 2020
Attachment 0012	Approved Waiver 20SCIE0073	02	18 June 2020
Attachment 0013	Approved Waiver 20SCIE0074	03	19 June 2020
Attachment 0014	Approved Waiver 20SCIE0075	03	19 June 2020
Attachment 0015	Approved Waiver 20SCIE0076	03	29 June 2020
Attachment 0016	Approved Waiver 20SCIE0077	03	29 June 2020
Exhibit A	CDRL A001 – Manufacturability Report	01	15 Apr 2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO P00005		3 EFFECTIVE DATE 07-Jul-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable) 1 2
6 ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7 ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151		CODE S2404A SCD: B
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOURCEAMERICA (b) (6) 8401 OLD COURTHOUSE RD VENNA VA 22182-3820				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0047	
CODE 64067				X 10B. DATED (SEE ITEM 13) 17-Apr-2020	
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 offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between contracting parties.					
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 <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mbuchana202238					
<p>a. The purpose of this modification is to add AQLs into Section E.</p> <p>b. This modification is necessary to allow for the proper administration of this contract.</p> <p>c. The total value, and total funded amount of this contract, have both remained unchanged.</p>					
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) Steven C. Follum Director, Contract Management			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)		
			TEL: (b) (6) EMAIL: (b) (6)		
(b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 7 July 2020	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 07 July 2020

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION E - INSPECTION AND ACCEPTANCE

The following have been added by full text:

Inspection and Acceptance

AQLs (ANSI/ASQ Z1.4)

Major - Level II, 2.5

Minor - Level II, 6.5

Dimensional - S-4, 4.00

Palletization - S-2, 6.5

Prep - S-2, 2.5

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO P00006		3 EFFECTIVE DATE 10-Nov-2020	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable) 1 3
6 ISSUED BY W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	7 ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA-MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY VA 20151		CODE S2404A SCD: B
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOURCEAMERICA (b) (6) 8401 OLD COURTHOUSE RD VENNA VA 22182-3820				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0047	
CODE 64067				X 10B. DATED (SEE ITEM 13) 17-Apr-2020	
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 offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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 ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jpapa21442 MODIFICATION OBLIGATION AMOUNT: \$0.00 The purpose of this modification is to add a new Place of Performance address for ReadyOne Industries to Section H.					
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) (b) (6) / CONTRACTING OFFICER (b) (6) EMAIL (b) (6)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 10-Nov-2020

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

PLACES OF PERFORMANCE

The following are authorized places of performance:

ROI

1414 Ability Drive

El Paso, TX 79936

CAGE: 1A9C2

Contractor DCMA Office: S3500A

READYONE INDUSTRIES, INC.

Pine Bluff Arsenal, AR 71602

Cage Code: 1A9C2

IOB Greensboro -

920 W Gate City Blvd

Greensboro, NC, 27403

CAGE: 84470

Contractor DCMA Office: S5111A

- ROI/Greensboro-Drawcord Elastic 1/8" dia. Polyester, Weight: 0.20 oz/yd, Min 55 pick/in, Min 12 elas strands, Elog: 120 (+/- 10)% Tan 499, 320005A01, ACP 1/8" elastic

- ROI/Greensboro- Cordloc Elliptical Shaped, 3-pound min Holding Strength, 350-6000-5674, TAN 499, 320006A02, ACP Cordlock, EA

- ROI/Greensboro- Improved Hot Weather Combat Uniform fabric with anti-wrinkle treatment is acceptable

- Contractor warrants that items delivered are as described in the Purchase Description. Contractor makes no other representations or warranties with respect to the items delivered. Items are not subject to FDA approval. For personal protection use only when FDA-cleared masks are unavailable or in conjunction with an FDA-cleared mask. Not for use in a surgical setting, in a clinical setting where the infection risk through inhalation exposure is high, when significant exposure to viruses or bodily or other hazardous fluids may be expected, or in the presence of a high intensity heat source or flammable gas. Contractor expressly does not warrant or guarantee that the delivered items will prevent transmission of the Coronavirus or symptoms of COVID-19.

- CLINs 0004-0007 shall be manufactured in accordance with Attachments 0003-0006.

(End of Summary of Changes)

W911QY20C0047

P00006

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