

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 7

2. Amendment/Modification No. 0004	3. Effective Date 2012OCT10	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By DLA LAND WARREN ZGA MARK KOWALSKI (586)282-3184 WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: MARK.KOWALSKI@US.ARMY.MIL	Code SPRDL1	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. SPRDL1-12-Q-0205
		9B. Dated (See Item 11) 2012JUL26
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)

Code

Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
 is extended,  is not extended. 2012NOV13

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 2 signed copies of the amendments; (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 ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  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.)

SEE SECOND PAGE FOR DESCRIPTION

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	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 7**

PIIN/SIIN SPRDL1-12-Q-0205

MOD/AMD 0004

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Noun: Resolver, Electrical

NSN: 5990-01-355-3239

The purpose of Amendment 0004 is the following:

1. To change the solicitation from a "Small Business Set Aside" to "Full and Open Competition".
2. To delete Clause 52.219-6 "Notice of Total Small Business Set Aside".
3. To add Clauses 52.247-4009 "Delivery of Supplies from Foreign Firms to U.S. Port of Entry" and 52.219-4 "Notice of Price Evaluation for HUBZone Small Business Concerns".
4. To extend the closing date from COB, October 1, 2012 to COB, November 13, 2012.

All other terms and conditions remain the same.

\*\*\* END OF NARRATIVE A0004 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN SPRDL1-12-Q-0205 MOD/AMD 0004

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	RESOLVER,ELECTRICAL NSN: 5990-01-355-3239 FSCM: 19200 PART NR: 12549941				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: RESOLVER,ELECTRICAL PRON: EH25E016EH PRON AMD: 02 AMS CD: SM2B1100000  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12549941 DATE: 13-JUN-2012  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	34	EA	\$ _____	\$ _____
0001AB	<u>FIRST ARTICLE TEST REPORT</u>  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO	\$ ** NSP **	\$ ** NSP **
0001AC	<u>DATA ITEM - CDRL DD FORM 1434 (EXHIBIT A)</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
0002	RESOLVER, ELECTRICAL NSN: 5990-01-355-3239				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN SPRDL1-12-Q-0205 MOD/AMD 0004

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>FSCM: 19200                      PART NR: 12549941</p> <p><u>UNEXERCISED OPTION</u></p> <p>NOUN: RESOLVER, ELECTRICAL</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: TDP 12549941                      DATE: 13-JUN-2012</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      UNIT PACK: 001                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	34	EA	\$ _____	\$ _____

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PIIN/SIIN SPRDL1-12-Q-0205

MOD/AMD 0004

**Name of Offeror or Contractor:**

DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 ADDED	52.247-4009 (TACOM)	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY	AUG/2003

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 6 of 7</b>
	PIIN/SIIN SPRDL1-12-Q-0205	MOD/AMD 0004

**Name of Offeror or Contractor:**

CONTRACT CLAUSES

2 DELETED	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
3 ADDED	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

