

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

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2. Amendment/Modification No. 0001	3. Effective Date 2012OCT16	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASM-C BRENDON COURTADE (586)282-9748 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BRENDON.M.COURTADE@US.ARMY.MIL	Code W56HZV	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. W56HZV-12-R-0439
		9B. Dated (See Item 11) 2012OCT12
	<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. 2012DEC12 05:00pm

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.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to 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/Offendor (Signature of person authorized to sign)	15C. Date Signed
16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of Amendment 0001 to solicitation W56HZV-12-R-0439 is as follows:

1) To correct a packaging callout in clause 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) and in clause 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING. For CLIN 0016, all references to "SPI P5-19-6722, see NOR 980-0173-001, Dated 10 Dec 09" are hereby changed to "SPI P5-19-6722, Rev D, dated 23 Aug 2012".

2) To extend the proposal submission due date from 13 Nov 2012 to 12 Dec 2012.

All other terms and conditions remain the same.

*** END OF NARRATIVE A0002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package. The first article shall consist of:

For CLIN 0016:

First Article Test shall consist of nineteen (19) Gas Particulate Filter Sets (MIL-PRF-51527) and seven (7) unattached gaskets. TESTING AT A GOVERNMENT TEST FACILITY IS REQUIRED. FAT shall consist of inspection and testing of all requirements listed as Government tests in accordance with Tables II and III in Para 4.2, MIL-PRF-51527, most current version. AGENT TESTING is required for the filter set. AGENT TESTING is required for the raw carbon used in the filter IAW MIL-DTL-32101 and TEST RESULTS MUST BE INCLUDED IN THE FAT REPORT.

NOTE: SEE PARA 6.3 FOR TEST FACILITIES. For the shock and vibration tests, the Navy has an available fixture. Contact information to establish a TEST SUPPORT AGREEMENT for its use is:

Naval Surface Warfare Center
Dahlgren Division CBR Protection and Integration Branch Z23
4045 Higley Road, Suite 347
Dahlgren, VA 22448-5162
Email: DLGR_NSWC_Z23@NAVY.MIL

A packaging FAT is required and shall consist of nineteen (19) packaged units and inspected accordance with (IAW) SPI P5-19-6722, Rev D, Dated 23 Aug 2012.

The contractor is responsible for all requirements required by the drawings and specifications regardless of who conducts the testing. The FAT report for both the Filter and Packaging shall be submitted through the local QAR to the Contracting Officer (PCO).

For CLIN 0026:

First Article Test (FAT) shall consist of nineteen (19) gas filters (pn 5-19-6368-30/MIL-PRF-51525). TESTING AT A GOVERNMENT TEST FACILITY IS REQUIRED. FAT shall consist of inspection and testing of all requirements (except for contractor requirements such as interface checks, ID markings, and contractor leakage tests, and workmanship) listed in Tables I-II in PARA 4.2, MIL-PRF-51525. In addition, the FAT sample shall include seven (7) unattached gaskets (per material type) for chemical breakthrough testing.

AGENT TESTING is required IAW Table II, para 4.2, MIL-PRF-51525, tests results must be included. AGENT TESTING is required for the Gas Only Filter as well.

NOTE: SEE PARA 6.3 FOR TEST FACILITIES. For the shock and vibration tests, the Navy has an available fixture. Contact information to establish a TEST SUPPORT AGREEMENT for its use is:

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A packaging FAT is required and shall consist of nineteen (19) packaged units and inspected in accordance (IAW) with SPI P5-19-6368-30, See NOR 980-0183-004, DATED 23 AUG 10.

The contractor is responsible for all requirements required by the drawings and specifications regardless of who conducts the testing. FAT report for both the filter and packaging shall be submitted through the local QAR to the Contracting Officer (PCO).

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test according to the following:

For CLIN 0016:

First Article Test shall consist of nineteen (19) Gas Particulate Filter Sets (MIL-PRF-51527) and seven (7) unattached gaskets. TESTING AT A GOVERNMENT TEST FACILITY IS REQUIRED. FAT shall consist of inspection and testing of all requirements listed as Government tests in accordance with Tables II and III in Para 4.2, MIL-PRF-51527, most current version. AGENT TESTING is required for the filter set. AGENT TESTING is required for the raw carbon used in the filter IAW MIL-DTL-32101 and TEST RESULTS MUST BE INCLUDED IN THE FAT REPORT.

NOTE: SEE PARA 6.3 FOR TEST FACILITIES. For the shock and vibration tests, the Navy has an available fixture. Contact information to establish a TEST SUPPORT AGREEMENT for its use is:

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The contractor is responsible for all requirements required by the drawings and specifications regardless of who conducts the testing. The FAT report for both the Filter and Packaging shall be submitted through the local QAR to the Contracting Officer (PCO).

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A packaging FAT is required and shall consist of nineteen (19) packaged units and inspected in accordance (IAW) with SPI P5-19-6368-30, See NOR 980-0183-004, DATED 23 AUG 10.

The contractor is responsible for all requirements required by the drawings and specifications regardless of who conducts the testing. FAT report for both the filter and packaging shall be submitted through the local QAR to the Contracting Officer (PCO).

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to the Contracting Officer in electronic form marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this

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report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)