

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 3

2. Amendment/Modification No.

02

3. Effective Date

2013OCT07

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
BARBARA J. LANG
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: BARBARA.J.LANG@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

Code

S0701A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

COLT DEFENSE LLC
547 NEW PARK AVE
WEST HARTFORD, CT 06110-1336

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-13-D-0001/0002

10B. Dated (See Item 13)

2013MAR14

Code 13629

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)

NO CHANGE TO OBLIGATION DATA

**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)	
		JENNIFER MCCALLUM JENNIFER.N.MCCALLUM@US.ARMY.MIL (586)282-3526	
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)	2013OCT07

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 3
	PIIN/SIIN W56HZV-13-D-0001/0002 MOD/AMD 02	
Name of Offeror or Contractor: COLT DEFENSE LLC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BARBARA J. LANG
Buyer Office Symbol/Telephone Number: CCTA-ADS-A/(586)282-6635
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B
Weapon System: Rifle, 5.56mm, M16 Series w/Bipod, Firin

*** End of Narrative A0000 ***

1. The purpose of Modification 02 to Delivery Order 0002 of Contract W56HZV-13-D-0001 is to transfer accountability of the following Government furnished ammunition from Contract W52H09-09-C-0060 to Contract W56HZV-13-D-0001 Delivery Order 0002:

Description	NSN	DODIC	Quantity
M855, Ball Cartridge	1305-01-155-5459	A059	10,080

2. Clause 252.223-7007 is updated to reflected the new Government Furnished Ammunition.
3. Except as specifically stated within, all other Contract terms and conditions remain unchanged and in full force and effect.
4. There is no change in the total amount on the base contract or this modification as a result of this Modification.
5. The contractor releases the Government from any and all liability under this Contract, for any equitable adjustment attributable to or related to the facts or circumstances giving rise to the changes in this Modification 02.

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor: COLT DEFENSE LLC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
Cartridge, 5.56 Millimeter	1315-01-457-4589	IV
Cartridge, 5.56 Millimeter	1305-01-155-5459	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)