

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 2012DEC11	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By DLA LAND WARREN JIM MARR WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JAMES.MARR@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-R-0189
		9B. Dated (See Item 11) 2012MAY30
	<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. 2012DEC11 01:00pm

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	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed
(Signature of person authorized to sign)			

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of Amenment 0001 on Solicitation SPRDL1-12-R-0189 is to;

1. Extend final closin from 7/13/2012 to 11/9/2012.
2. Implement Clause 52.211-4047 NOTICE TO OIFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIEL.
3. Remanufactured material is acceptable based on the following restrictions;

This office will allow the use of OTN (Other Than New) material for an initial purchase of 88 pcs. , with an option to purchase an additional 88 pcs. of Remanufactured Diesel Engine Cylinder Head(s) (NSN 2815-01-330-3036) as a "one time only" purchase per the following conditions.

Contractor to follow National Maintenance Work Requirement that contains the approved Overhaul Standards (NMWR 9-2815-277) or equivalent OEM remanufacturing processes/procedures/materials and IAW TACOM Local Clause ES6800 (Inspection/Acceptance Criteria and Marking Requirements for Other Than New Material). Full Government approval will be contingent on receipt of a copy of the information describing remanufacturing methods to be employed.

4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.246-4000 (TACOM)	INSPECTION/ACCEPTANCE CRITERIA AND MARKING REQUIREMENTS FOR OTHER THAN NEW MATERIAL	APR/2000

(a) This clause applies only when recovered, reconditioned, remanufactured material or residual inventory is being offered for sale to the Government.

(b) Marking requirements. In addition to the packaging and marking requirements specified elsewhere in the contract, the supplier shall tag the following information on each item:

- (1) The supplier's name, address, city and state.
- (2) The supplier's Federal Supply Code for Manufacturers (FSCM).
- (3) This contract or purchase order number.
- (4) The National Stock Number (NSN) and nomenclature.
- (5) The category the item falls into, either:

(i) "Recovered Material" means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(ii) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(iii) "Remanufactured" means factory rebuilt to original specifications.

(iv) "Residual Inventory" means inventory from a transferred or terminated Government or Commercial contract.

(v) "New, Unused United States Government Surplus Property" means material that was produced under a United States Government contract and sold through the Defense Property Disposal Service (DPDS) as new surplus property.

(c) Other than new material shall not be offered to the Government for inspection, acceptance or tests if it requires any work beyond that specified in paragraphs d.(2)(i) through d.(2)(v) and paragraph (f) of this clause in order to conform to the TDP, unless performance of such work is approved in advance in writing by the PCO.

(d) Inspection requirements.

(1) The Contractor shall conduct the tests described in paragraph (f). of this clause on all the items selected by the Government Quality Assurance Representative (QAR), in accordance with the procedures established in paragraph (e) below.

(2) The Contractor shall perform sufficient examinations and tests on the material to ensure that the item(s) will comply with fit, form and functional characteristics. At a minimum, the contractor shall perform 100% inspection on all the items, to ensure:

(i) Completeness of assembly.

(ii) Freedom from rust, contamination or deterioration.

(iii) Proper identification.

(iv) Freedom from any obvious or suspected damage which may render the item or equipment unfit for issue, shipment or continued storage.

(v) The material meets the latest requirements of the TDPL listed in this solicitation/contract.

(3) The Contractor shall prepare a CERTIFICATE OF CONFORMING MATERIAL to certify that supplies comply with the requirements of paragraph d(2)(i) through d(2)(v) and paragraph f of this clause. At the time of inspection/acceptance, one copy of the Certificate shall be provided to the QAR and a copy shall also be attached to each copy of the DD Form 250. The certificate(s) may be for the entire or partial quantities, and shall be executed and furnished by the Contractor or by subcontractors (provided subcontractors' certificates are countersigned by a responsible official of the Contractor). Certificates of conforming material shall include the information below:

(i) This contract's (or purchase order's) number, which is: N/A

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Name of Offeror or Contractor:

(ii) The complete nomenclature of supplies, together with lot numbers or other identification, and the quantity in each lot or shipment;

(iii) An inspection report of the results of the inspection and any tests performed, including the name of the company conducting the inspection and the date thereof;

(iv) The following certification, with the signature and title of the certifying official: The undersigned, individually and as the authorized representative of the Contractor, warrants and represents that:

(A) All of the information supplied above is true and accurate.

(B) The material covered by this certificate conforms to all contract requirements (including, but not limited to, the drawing and specifications).

(C) The analysis appearing herein is a true and accurate analysis, and

(D) This certificate is made with knowledge that the information within this certification may be used as a basis for contract payment.

(v) Where supplies, which were accepted on the basis of a COC, are found not to conform to all contractual requirements, the Contractor agrees, if notice of the nonconformance is received from the Government within a reasonable time after discovery, to replace or correct supplies, at the Government's option, at no additional cost to the Government.

(e) Inspection/acceptance procedures.

(1) The Contractor shall notify the Administrative Contracting Officer (ACO) at least 20 days before the conduct of the inspections and tests prescribed in paragraph (f), so that the Government representatives will be present to witness such tests.

(2) At the time of Government inspection, the Contractor shall cooperate with the Government Quality Assurance Representative (QAR) in the following inspection procedures:

(i) The entire quantity called for under this contract must be available at the place specified in the contract for inspection. The QAR will make his sample selection from the entire quantity, selecting at his discretion items for inspection.

(ii) The Contractor shall perform the tests described in paragraph (f). of this clause in the presence of the QAR, unless a waiver has been received in writing from the PCO.

(iii) The Government QAR will visually verify that the remaining material is in accordance with paragraph d(2)(i) through d(2)(v) above and review the Certificate of Conforming Material prepared per paragraph d(3) of this clause.

(iv) Any defective material found during inspection will be rejected by the QAR, who will notify the ACO and PCO of the rejection and the reasons thereof. Defective material will be isolated from the contract amount and the balance of the contract quantity shall be inspected for the defect.

(v) The QAR will also verify Contractor's records such as: year material was purchased, the agency from whom the material was purchased, and sale number. If there is any discrepancy between the Contractor records and the Contractor representation in its bid or proposal prior to award, the PCO will be notified of the discrepancy.

(3) If the supplies furnished under this contract are found not to conform to the contract requirements, the Government may, upon notice furnished within a reasonable time after discovery of such nonconformity, reject the supplies and require replacement thereof. The Contractor has the right to request that a reinspection or retest be performed at the Contractor's expense.

(4) The Contractor shall retain inspection records for each lot or shipment, listing results for each test or inspection specified by the contract, for a period of four years following issuance of final payment under the contract.

(5) In the event that this contract is terminated for default, the Government reserves the right to repro cure new material if acceptable used, reconditioned or surplus material is not available. The Contractor shall be liable for the excess cost of such repro curement of new material in accordance with the terms of the DEFAULT clause of this contract.

(f) Inspection/acceptance criteria.

(1) NOTE: The inspection criteria specified below constitute acceptable tests for new, unused United States Government surplus sold through the Defense Property Disposal Service. If offered material is for used, reconditioned, recovered, remanufactured or surplus material, from terminated government contracts, additional test and inspection requirements may be directed by the PCO/QAR, as specified.

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Name of Offeror or Contractor:

(2) The inspection/acceptance criteria, which apply under this paragraph, are attached as Special Inspection/Acceptance Criteria: N/A.

(g) Inspection report. The contractor shall prepare an inspection report of the results of the inspections, examinations, and tests specified in paragraphs d(2)(i) through d(2)(v) and paragraph (f) of this clause, including the date performed and the name of the contractor's inspector. One copy of the report shall be forwarded to the PCO.

[End of Clause]

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 CHANGED (TACOM)	52.211-4047	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]