

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 10

2. Amendment/Modification No. 0003	3. Effective Date 2013MAR14	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By DLA LAND WARREN KEVIN SONNEFELD WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: KEVIN.SONNEFELD@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. SPRDL1-13-R-0055
		9B. Dated (See Item 11) 2013JAN18
	<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. 2013APR03 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/Offeror	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed
(Signature of person authorized to sign)			

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

The purpose of Amendment 0003 on Solicitation SPRDL1-13-R-0055 is to change the requirements and extend the closing date.

1. The requirement for a five (5) Year Long Term Contract has been changed to a three (3) Year Long Term Contract.
2. The Maximum and Minimum quantity has changed as followed:
  - A. Maximum Quantity changed from 11,250 EA to 10,385 EA.
  - B. Minimum Quantity changed from 579 EA to 546 EA.
3. The following clauses have been changed to reflect the changes in this requirement:
  - A. 252.116-7006 entitled "Ordering"
  - B. 52.216-19 entitled "Ordering Limitation"
  - C. 52.247-4457 entitled "Evaluation of Transportation Cost for Long Term Contracts"
  - D. 52.216-22 entitled "Indefinite Quantity"
4. The Closing date has been extended from 20 MAR 2013 to 03 APR 2013.
5. Offerors must acknowledge/sign receipt of this amendment and submit this amendment with your proposal.
6. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0003 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN SPRDL1-13-R-0055 MOD/AMD 0003

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2530-01-423-1796                      GENERIC NAME DESCRIPTION: STEERING GEAR                      FSCM: 19207                      PART NR: 12460232</p> <p>IN THE FOUR DIGIT ITEM NUMBERS                      (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM                      THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND                      THE FOURTH (LAST) DIGIT SIGNIFIES THE                      APPLICABLE ORDERING YEAR, i.e., CLIN 0011                      IS FOR THE FIRST ITEM - FIRST ORDERING                      YEAR, CLIN 0012 IS FOR THE FIRST ITEM -                      SECOND ORDERING YEAR, CLIN 0013 IS FOR THE                      FIRST ITEM - THIRD ORDERING YEAR, ETC.                      THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH                      PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES,                      OR TRAINING, WILL BECOME THE LAST ITEM NUMBER                      IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g.                      0016 (5 YEAR LONG TERM CONTRACT) OR 0014                      (3 YEAR LONG TERM CONTRACT). IF MORE THAN                      ONE ITEM IS BEING PROCURED, THE NUMBERS WILL                      BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE                      LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE                      ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE                      OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS                      THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS                      THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL                      ORDER IS THE PRICE FOR THE ORDERING YEAR IN                      WHICH THE ORDER IS ISSUED. THE DELIVERY DATE                      DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to                      Item No. 0011 Through 0013:</p> <p>Minimum 5 Year Quantity: 546 EACH                      (This will be ordered at the time of the basic                      contract award).</p> <p>Maximum 5 Year Quantity: 10,385EACH</p>	EST 3462	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>*****                      CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:                       ://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPs) ARE SENT TO <a href="mailto:DAMI_OFFERS@TACOM.ARMY.MIL">DAMI_OFFERS@TACOM.ARMY.MIL</a>. SEE DIRECTIONS IN THIS WEBPAGE FOR ACCEPTABLE ELECTRONIC FORMATS AND ACCEPTABLE MEDIA.                      *****</p> <p>(End of narrative A002)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: (19207) 12460232                      DATE: 08-NOV-2012</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE REQUIRMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2530-01-423-1796                      GENERIC NAME DESCRIPTION: STEERING GEAR                      FSCM: 19207                      PART NR: 12460232</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: (19207) 12460232                      DATE: 08-NOV-2012</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE REQUIRMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 3462	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2530-01-423-1796                      GENERIC NAME DESCRIPTION: STEERING GEAR                      FSCM: 19207                      PART NR: 12460232</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: (19207) 12460232                      DATE: 08-NOV-2012</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE REQUIRMENTS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 3461	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<u>DELETED</u>				
0015	<u>DELETED</u>				
0016	<p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 2530-01-423-1796                      GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00006)      SEE FIRST ARTICLE TEST CLAUSE                      FOR DISTRIBUTION</p>	1	EA	\$ _____	\$ _____

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MOD/AMD 0003

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 546 EA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 3,461 EA;

(2) Any order for a combination of items in excess of 3,461 EA; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-2 CHANGED	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one half (4 1/2) years after contract award.

(End of Clause)

I-3 CHANGED	252.216-7006	ORDERING	MAY/2011
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Three years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

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(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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**Name of Offeror or Contractor:**

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## SECTION M - EVALUATION FACTORS FOR AWARD

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 CHANGED (TACOM)	52.247-4457	EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS	MAR/2006

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 10,385 EA, excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

100% TO Def Dist Depot Red River (BR4)

[End of Provision]