

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Firm Fixed Price

Page 1 Of 8

2. Amendment/Modification No.

0001

3. Effective Date

2013DEC12

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

DLA LAND WARREN  
ARTHUR AIGELTINGER  
WARREN, MI 48397-5000  
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

SPRDL1

7. Administered By (If other than Item 6)

Code

EMAIL: ARTHUR.AIGELTINGER111@US.ARMY.MIL

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

9A. Amendment Of Solicitation No.

SPRDL1-14-R-0005

9B. Dated (See Item 11)

2013NOV12

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. 2013DEC18 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.

- 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)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 8****PIIN/SIIN** SPRDL1-14-R-0005**MOD/AMD** 0001**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ARTHUR AIGELTINGER

Buyer Office Symbol/Telephone Number: ZGA/(586)282-3167

Type of Contract: Firm Fixed Price

Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

1. THE PURPOSE OF AMENDMENT 0001 TO SOLICITATION IS TO DELETE THE REQUIREMENT FOR NSN 5998-01-465-7016 AND EXTEND THE SOLICITATION DUE DATE.

2. AS A RESULT OF THIS AMENDMENT CLINS 0003AA, 0003AB AND 0004AA ARE DELETED. ALL CLAUSES ASSOCIATED WITH THE DELETED CLINS HAVE BEEN REVISED.

3. THE CLOSING DATE IS EXTENDED FROM 12 DEC 13, 1:00 P.M. TO 18 DEC 13, 1:00 P.M.

4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIN SPRDL1-14-R-0005 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003AA	<u>DELETED</u>				
0003AB	<u>DELETED</u>				
0004AA	<u>DELETED</u>				

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 4 of 8

PIIN/SIIN SPRDL1-14-R-0005

MOD/AMD 0001

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	46	630
0002AA	46	240
0005AA	16	630
0006AA	16	240

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	46	240
0002AA	46	240
0005AA	16	240
0006AA	16	240

(d) Accelerated delivery schedule is acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 5 of 8**

**PIIN/SIIN** SPRDL1-14-R-0005

**MOD/AMD** 0001

**Name of Offeror or Contractor:**

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 8**

PIIN/SIIN SPRDL1-14-R-0005

MOD/AMD 0001

**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	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989
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(a) The Contractor shall test 2 unit(s) of Lot/Item 0001AA and 0005AA as specified in this contract. At least 20 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 360 calendar days from the date of this contract to ACO 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 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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> SPRDL1-14-R-0005 <b>MOD/AMD</b> 0001	<b>Page</b> 7 of 8
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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)	52.209-4005	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL	FEB/1998

(a) All offerors are required to insert an amount for 0001AA, 0005AA which includes the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement, as described elsewhere in this Section L, shall insert the total price for First Article Testing under Items 0001AB, 0005AB (See Section B of this solicitation). If the successful offeror requests and is granted a waiver, the dollar amount entered for items 0001AB, 0005AB will be deducted from the total amount cited for 0001AA, 0005AA. The remaining dollar amount will constitute the price at which award will be made.

[End of Provision]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 8**

PIIN/SIIN SPRDL1-14-R-0005

MOD/AMD 0001

**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 CHANGED	52.209-4006 (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT	JUL/2000

(a) If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process.

(b) DELIVERY EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.

(2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth in the Section F clause entitled DELIVERY SCHEDULE (52.242-4022, TACOM) herein, such offeror is not eligible for the requested waiver. In consequence, any award to that offeror will reflect either (i) the Government-proposed delivery schedule shown in that same clause, or (ii) the contractor-proposed schedule in that clause, if the Government has accepted it.

(c) PRICE EVALUATION FACTORS: As specified in this solicitation, the Government reserves the right to waive the requirement in Section I entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at Section B, Items 0001AB, 0005AB) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in Section B, Items 0001AB, 0005AB, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in Section B, Items 0001AB, 0005AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0001AA, 0005AA, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0001AA, 0005AA: the amount entered for items 0001AA, 0005AA will not be deducted by the Government.

[End of Provision]