

2. Amendment/Modification No.  0003	3. Effective Date  2013FEB13	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By  U.S. ARMY CONTRACTING COMMAND AMANDA M. COLLINS WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: AMANDA.COLLINS4@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-0108
	<input type="checkbox"/>	9B. Dated (See Item 11) 2012JUN21
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
	<input type="checkbox"/>	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. 2013MAR13 03:00pm

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  _____ (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 0003 to solicitation W56HZV-12-R-0108 is as follows:

1. The Guaranteed Minimum Quantity for NSN:1005-01-564-6020 is reduced from 1,200 each to 500 each.
2. The closing date and time of this solicitation is extended to 13 March 2013 at 3:00 PM Eastern Standard Time.
3. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0004 \*\*\*

A.1

1. This Request for Proposal will result in the award of a three year, Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract, for the Gas Port, Bolt, NSN:1005-01-564-6020, Part Number: 13013485, for use on the M240 Machine Gun. This solicitation is issued as a 100% SMALL BUSINESS SET-ASIDE.

2. The contract will include three ordering periods (with duration of 12 months) as follows:

Ordering Period 01: Date of Award to 365 Days  
Ordering Period 02: 366 Days to 731 Days  
Ordering Period 03: 732 Days to 1,095 Days

3. The unit prices included in the ordering periods awarded on the basic contract constitute ceiling prices. No delivery order quantities will be awarded at a higher price.

4. The quantity of 500 each, Gas Port, Bolt, is the guaranteed quantity to be awarded under this solicitation, and specifically represents the "minimum guaranteed quantity" as defined by the referenced FAR and DFARS clauses contained within this solicitation. The maximum quantity for the contract is 6,000 each, Gas Port, Bolt.

5. The government is not obligated to award any delivery order or orders in excess of the Guaranteed Minimum Quantity (GMQ).

6. A First Article Test requirement is applicable to CLIN 0001 and shall be submitted/executed in accordance with First Article Test provisions listed in this solicitation (52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) and 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING).

7. The Technical Data is Export Controlled.

8. All offers must remain valid for 120 days.

A.2

The Technical Data Package (TDP) for this solicitation and any resulting contract includes documents that are proprietary to FN Herstal. Disclosure and use of the TDP are restricted by the Non-Disclosure and Non-Use Agreement that the offeror must execute prior to receipt of the TDP. Please see instructions for obtaining this document in Section C. Once these requirements have been successfully completed, an offeror will be granted access to the TDP.

The license agreement between FN Herstal and the United States Government requires that items procured under this contract be manufactured exclusively within the United States. An offeror under this solicitation, by submitting a proposal, certifies that if awarded a contract, all items being procured under this contract be manufactured exclusively within the United States, and agrees that any failure to have the items so manufactured will be a material breach of contract.

The offeror shall not reproduce, duplicate or copy the TDP, or any portion thereof, except to the extent necessary for, and then only in connection with (i) the preparation and/or submission of proposals related to this procurement being affected by the United States Government, or (ii) the manufacture within the United States by the United States or under a contract with the United States Government.

The offeror shall not disclose the TDP, or any portion thereof, to any persons or entities other than its own subcontractors and vendors and then only in connection with this solicitation or any resulting contract. Prior to any such disclosure, the offeror shall (i) obtain from each subcontractor and vendor a Non-Disclosure and Non-Use Agreement in accordance with paragraph 4 of the Non-Disclosure and Non-Use Agreement that the offeror has executed in connection with this solicitation, and (ii) clearly and identifiably mark the

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**Name of Offeror or Contractor:**

technical data to restrict its use and reproduction in accordance therewith.

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