

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 9

2. Amendment/Modification No. 0001	3. Effective Date 2013MAR25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND SHANE S. MARKEL WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SHANE.S.MARKEL@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-0301
		9B. Dated (See Item 11) 2012NOV28
	<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. 2013MAR29 04:00pm

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 9****PIIN/SIIN** W56HZV-12-R-0301**MOD/AMD** 0001**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SHANE S. MARKELE

Buyer Office Symbol/Telephone Number: CCTA-ADS-C/(586)282-6360

Type of Contract: Firm Fixed Price

Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

The purpose of Solicitation Amendment 0001 is to:

1. Reduce the Guaranteed Minimum Quantity by 11,050ea, from 13,000ea to 1,950ea. As a result, the first quantity range is changed from 3,000ea - 5,999ea to 1,950ea - 5,999ea and the minimum order is changed from 3,000ea to 1,950ea.
2. Extend the Solicitation close date to 29 March 2013 4:00 PM EST.
3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>The following Ordering Periods apply to the entire solicitation and resulting contract:</p> <p>(1) The <u>First Ordering Period</u> is the date of award plus 364 days.</p> <p>(2) The <u>Second Ordering Period</u> is 366 days through 729 days after contract award.</p> <p>(3) The <u>Third Ordering Period</u> is 730 days through 1,094 days after contract award.</p> <p><u>Note:</u> The price applicable to an individual order is the price for the Ordering Period in which the order is issued. The delivery date does not determine the ordering period.</p> <p>Guaranteed Minimum Quantity: 1,950 units</p> <p>Maximum Quantity: 63,000 units</p> <p>Offeror shall submit prices for each ordering period and First Article Test on the <u>Price Evaluation Sheet (Attachment 0001)</u>.</p> <p>The First Article Test Report will be due 120 days after issuance of the resultant contract. Production quantity of 1,000 each will be required 240 days after issuance of the first delivery order and then at a monthly production rate of 5,000 each through quantity completion. For subsequent delivery orders, production quantity of 5,000 each will be required 240 days after delivery order issuance at a rate of 5,000 each per month through quantity completion.</p> <p>If First Article is waived, production quantity of 1,000 each will be required 150 days after issuance of a delivery order and then at a monthly production rate of 5,000 each per month through quantity completion. For subsequent delivery orders, production quantity of 5,000 each will be required 240 days after delivery order issuance at a rate of 5,000 each per month through quantity completion.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING PERIOD</u></p> <p>NSN: 1005-01-442-0160 GENERIC NAME DESCRIPTION: FORWARD ASSIST ASSEMBLY</p>			<p>\$ _____</p>	<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0301 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002</p>				
0002	<p><u>SECOND ORDERING PERIOD</u></p> <p>NSN: 1005-01-442-0160 GENERIC NAME DESCRIPTION: FORWARD ASSIST ASSEMBLY</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002</p>			\$ _____	\$ _____
0003	<p><u>THIRD ORDERING PERIOD</u></p> <p>NSN: 1005-01-442-0160 GENERIC NAME DESCRIPTION: FORWARD ASSIST ASSEMBLY</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND,PA,17070-5002</p> <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>A first article test report is required in accordance with the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (52.209-3) in section I.</p> <p>NOTE TO OFFEROR:</p> <p>Please fill in the dollar amount you have INCLUDED in Production CLIN 0001, 0002, and 0003 to cover the cost of performing FAT (First Article Testing) and writing the FAT Report: \$ _____</p> <p>WE ARE REQUESTING OFFERORS TO FILL IN THE DOLLAR AMOUNT IN THE PARAGRAPH ABOVE SO WE WILL KNOW HOW MUCH TO SUBTRACT FROM THE PRODUCTION CLINS IF WE WAIVE FAT.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	1	LO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0301 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0120</p>	<p>3 FOB POINT: Destination SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>				
9000	<p><u>CONTRACT DATA ITEMS</u> Data Item Descriptions (DID) for the following ELINs can be found at the following website by entering the DID Number in the Document ID field: https://assist.daps.dla.mil/quicksearch/ (End of narrative A001)</p>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u> THE CONTRACTOR SHALL PREPARE AND DELIVER ENGINEERING CHANGE PROPOSALS IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (SEE SECTION J, EXHIBIT A: DD FORM 1423, SEQUENCE A001). (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A002	<p><u>REQUEST FOR DEVIATION (RFD)</u> THE CONTRACTOR SHALL PREPARE AND DELIVER REQUEST FOR DEVIATIONS IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (SEE SECTION J, EXHIBIT A: DD FORM 1423, SEQUENCE A002). (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>NOTICE OF REVISION (NOR)</u></p> <p>THE CONTRACTOR SHALL PREPARE AND DELIVER NOTICE OF REVISION IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (SEE SECTION J, EXHIBIT A: DD FORM 1423, SEQUENCE A003).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A004	<p><u>SPECIAL INSPECTION EQUIP. DESCRIPTIVE</u></p> <p>THE CONTRACTOR SHALL PREPARE AND DELIVER SPECIAL INSPECTION EQUIPMENT DESCRIPTIVE IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (SEE SECTION J, EXHIBIT A: DD FORM 1423, SEQUENCE A004).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A005	<p><u>HEAVY PHOSPHATE COATING PROCEDURE</u></p> <p>THE CONTRACTOR SHALL PREPARE AND DELIVER HEAVY PHOSPHATE COATING PROCEDURES IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (SEE SECTION J, EXHIBIT A: DD FORM 1423, SEQUENCE A005).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 9**

PIIN/SIIN W56HZV-12-R-0301

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	52.216-19	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 1,950, 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 18,000;

(2) Any order for a combination of items in excess of 18,000; 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 Contractors 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 9****PIIN/SIIN** W56HZV-12-R-0301**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 (TACOM)	52.216-4216	EVALUATION CRITERIA FOR RANGE PRICING	MAY/2005

a. The total evaluated price will include the following:

1. CLINs 0001, 0002 and 0003
2. First Article Test Costs

b. For CLINs with range pricing, the Government will calculate a weighted average unit price for each CLIN by multiplying the unit prices proposed for each quantity range by the below weighting percentages. The total evaluated price will be based on multiplying the weighted average unit price by the estimated CLIN quantities specified on Attachment 0001.

Item: Forward Assist Assembly, P/N: 9349086

Quantity Range	Weighting Applied to Unit Price
From 1,950 to 5,999	20%
From 6,000 to 11,999	20%
From 12,000 to 18,000	60%
	<u>Total 100%</u>

Offerors should note that the pricing of all offers will be carefully reviewed to detect offers that are unbalanced from range to range (i.e. one or more ranges have pricing that is significantly over or understated as indicated by the application of cost or price analysis techniques). Unbalanced offers may be determined unacceptable. See FAR 15.404-1(g) for more information on unbalanced offers.

[End of Clause]