

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. 0004	3. Effective Date 2013JUL03	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND GRETCHEN PERRY WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: GRETCHEN.E.PERRY@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-13-R-0007
		9B. Dated (See Item 11) 2013FEB06
	<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. 2013AUG05 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

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: GRETCHEN PERRY
 Buyer Office Symbol/Telephone Number: CCTA-ADS-A/(586)282-5013
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A000 ***

1. The purpose of this amendment is to request initial and revised proposals due to a significant change in the Guaranteed Minimum Quantity (GMQ) and to correct a rounding error in the Price Evaluation Sheet.
2. Offerors are instructed to submit initial and revised proposals in strict compliance with the terms and conditions of this solicitation and all of its amendments, including this amendment. Offerors must acknowledge receipt of this amendment prior to the date and time set for closing. Initial and revised proposals must be received no later than 05 August 2013.
3. The guaranteed minimum quantity is changed from 15,000 each to 4,650 each.
4. The quantity of 4,650 ea Front Sight Post (NSN: 1005-01-134-3625, Part Number: 9349056) is the Guaranteed Minimum Quantity to be awarded under this solicitation, and specifically represents the minimum quantity as defined by the referenced FAR and DFAR clauses contained within this solicitation. Once the Guaranteed Minimum Quantity is ordered the Government is under no further obligation to issue additional orders.

Guaranteed Minimum Quantity: 4,650 ea
 Maximum Contract Quantity: 225,000 ea

All other projected purchase quantities are estimates only, and do not bind the Government in any way.

5. The Guaranteed Minimum Quantity referenced on CLIN 0001 is changed as follows:

Original

 Guaranteed Minimum Quantity: 15,000 ea

Revised

 Guaranteed Minimum Quantity 4,650 ea

6. Clause 52.216-19 Order Limitations, minimum order is revised as follows:

Original

 Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Revised

 Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

7. Clause 52.216-4216 Evaluation Criterial for Range Pricing is revised as follows:

Original

 Item: Front Sight Post

Quantity Range	Weighting Applied to Unit Price
From 5,000 to 9,999	10 %
From 10,000 to 19,000	10 %
From 20,000 to 39,999	10 %
From 40,000 to 75,000	<u>70 %</u>
	Total 100 %

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 8****PIIN/SIIN** W56HZV-13-R-0007**MOD/AMD** 0004**Name of Offeror or Contractor:**

Revised

Item: Front Sight Post

Quantity Range	Weighting Applied to Unit Price
From 1,500 to 9,999	10 %
From 10,000 to 19,000	10 %
From 20,000 to 39,999	10 %
From 40,000 to 75,000	<u>70 %</u>
	Total 100 %

8. Attachment 0001 Pricing Spreadsheet is revised to correct a rounding error and the first quantity range minimum value is changed from 5,000 to 1,500.

9. All other terms and conditions of Solicitation W56HZV-13-R-0007 remain unchanged.

*** END OF NARRATIVE A0005 ***

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><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-134-3625 GENERIC NAME DESCRIPTION: FRONT POST SIGHT FSCM: 19200 PART NR: 9349056</p> <p>NOUN: Front Sight Post NSN: 1005-01-134-3625 PN: 9349056</p> <p>Offeror shall propose prices on the PRICING SPREADSHEET-VER2, Attachment 0001.</p> <p>Offerors are required to price all ranges and ordering periods on the Pricing Spreadsheet.</p> <p>Guaranteed Minimum Quantity: 4,650 ea</p> <p>Maximum Contract Quantity: 225,000 ea</p> <p>Ordering Period One: Date of Award - 365 Days Ordering Period Two: 366 Days - 731 Days Ordering Period Three: 732 Days - 1,095 Days</p> <p>The Government is not required to place any additional orders for production quantities once the Guaranteed Minimum Quantity has been ordered.</p> <p>Production Quantities are due 120 days after contract award a rate of 10,000 ea every 30 days through quantity completion.</p> <p>Deliveries for potential future delivery orders will be due 120 days after issuance of the delivery order, or immediately following the completion of previous delivery orders, whichever is later, at a rate not to exceed 10,000 ea every 30 days through quantity completion.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-R-0007 **MOD/AMD** 0004

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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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 1,500, 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 75,000;

(2) 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

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	PRICING SPREADSHEET-VER2	17-MAY-2013	001	ELECTRONIC IMAGE

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. Basic CLIN 0001

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 of each such CLIN will be based on multiplying the weighted average unit price by the estimated CLIN quantities specified in Section B of this solicitation.

Item: Front Sight Post

Quantity Range	Weighting Applied to Unit Price
From 1,500 to 9,999	10 %
From 10,000 to 19,999	10 %
From 20,000 to 39,999	10 %
From 40,000 to 75,000	70 %

Total 100 %

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]