

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Firm Fixed Price

Page 1 Of 9

2. Amendment/Modification No.

0001

3. Effective Date

2013SEP26

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
ROY CHOW
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

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

9A. Amendment Of Solicitation No.

W56HZV-13-R-0488

9B. Dated (See Item 11)

2013SEP12

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.

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 9**

PIIN/SIIN W56HZV-13-R-0488

MOD/AMD 0001

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROY CHOW
Buyer Office Symbol/Telephone Number: CCTA-ASA-A/(586)282-8309
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

1. The purposes of this Amendment 0001 are as follows:

- a. To INCREASE the quantity in CLIN 0001AB UNEXERCISED OPTION QUANTITY by 4 each from 64 each to 68 each.
- b. To DELETE ELIN A006 FIRST ARTICLE TEST REPORT (not separately priced).
- c. To ESTABLISH ELIN A007 FIRST ARTICLE TEST REPORT: PN 13026027 (separately priced).
- d. To ESTABLISH ELIN A008 FIRST ARTICLE TEST REPORT: PN 12976869 (separately priced).
- e. To ESTABLISH ELIN A009 FIRST ARTICLE TEST REPORT: PN 12976883 (separately priced).
- f. To AMEND Clause 52.242-4022 DELIVERY SCHEDULE to reflect the aforementioned changes.
- g. To AMEND Clause 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING to reflect the aforementioned changes
- h. The Solicitation closing time and date remain unchanged.

2. All other terms and conditions of Solicitation W56HZV13R0488 remain unchanged and in full effect.

*** END OF NARRATIVE A0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0488 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				
0001AB	<p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12977110:19200 DATE: 08-NOV-2012</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><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 68 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RP) SR WOLX ARMY GENERAL SUPPLY CENTRAL RECEIVING POINT 7 FRANKFORD AVE ANNISTON,AL,36201-4199</p>	68	EA	\$ _____	\$ _____
9000	<u>CONTRACT DATA ITEMS</u>				
A006	<u>DELETED</u>				
A007	<p><u>FIRST ARTICLE TEST REPORT PN: 13026027</u></p> <p>The First Article Test shall consist of five each of PN 13026027. One of these five tested items will</p>	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p>also be destructively tested. <u>This destroyed test item is exclusive of the production quantity to be delivered in CLIN 0001AA.</u> See Clause E-9, 52.246-4532 DESTRUCTIVE TESTING.</p> <p><u>NOTE TO OFFEROR:</u> Please fill in the dollar amount to cover the cost of performing FAT (First Article Testing) and writing the FAT Report and have NOT INCLUDED in Production CLIN 0001AA.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0150</p> <p>FOB POINT: Destination</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> <p><u>FIRST ARTICLE TEST REPORT: PN 12976869</u></p> <p>The First Article Test shall consist of five each of PN 12976869. One of these five tested items will also be destructively tested. <u>This destroyed test item is exclusive of the production quantity to be delivered in CLIN 0001AA.</u> See Clause E-9, 52.246-4532 DESTRUCTIVE TESTING.</p> <p><u>NOTE TO OFFEROR:</u> Please fill in the dollar amount to cover the cost of performing FAT (First Article Testing) and writing the FAT Report and have NOT INCLUDED in Production CLIN 0001AA.</p> <p>(End of narrative B001)</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0488 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A009	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days:</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0150</p> <p>FOB POINT: Destination</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> <p><u>FIRST ARTICLE TEST REPORT: PN 12976883</u></p> <p>The First Article Test shall consist of five each of PN 12976883. One of these five tested items will also be destructively tested. <u>This destroyed test item is exclusive of the production quantity to be delivered in CLIN 0001AA.</u> See Clause E-9, 52.246-4532 DESTRUCTIVE TESTING.</p> <p><u>NOTE TO OFFEROR:</u> Please fill in the dollar amount to cover the cost of performing FAT (First Article Testing) and writing the FAT Report and have NOT INCLUDED in Production CLIN 0001AA.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days:</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0488 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
REL CD 001	MILSTRIP ADDR SIG CD MARK FOR TP CD				
DEL REL CD 001	QUANTITY 1				
	DAYS AFTER AWARD 0150				
	FOB POINT: Destination				
	SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

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

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PIIN/SIIN W56HZV-13-R-0488

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>
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F-1 CHANGED	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008
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(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)

<u>ITEM NO.</u>	<u>QTY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT AWARD</u>
CLIN 0001AA	34	210
CLIN 0001AB	68	Undefinitized
ELIN A005	01	060
ELIN A007	01	150
ELIN A008	01	150
ELIN A009	01	150

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

<u>ITEM NO.</u>	<u>QTY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT AWARD</u>
CLIN 0001AA	34	120
CLIN 0001AB	68	Undefinitized
ELIN A005	01	060

(d) Accelerated delivery schedule IS acceptable with prior written Contracting Officer approval.

(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)

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

<u>ITEM NO.</u>	<u>QTY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT AWARD</u>
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CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 9****PIIN/SIIN** W56HZV-13-R-0488**MOD/AMD** 0001

Name of Offeror or Contractor:

[End of Clause]

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	PIIN/SIIN W56HZV-13-R-0488	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>
I-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test 5 units each of PN 13026027, PN 12976869 and PN 12976883 as specified in this contract. At least 15 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. Pursuant to clause 52.246-4532 DESTRUCTIVE TESTING (section E), one each of the PN 13026027, PN 12976869 and PN 12976883 test items will be randomly selected for DESTRUCTIVE TESTING. This DESTROYED item is in addition to in the required production quantity of CLIN 0001.

(b) The Contractor shall submit the first article test reports within 150 calendar days from the date of this contract to the Contracting Officer (email: matthew.r.jewell.civ@mail.mil) and RDAR-QEP-C (email: usarmy.RIA.ardec.mail.rdar-qep@mail.mil) marked "First Article Test Report: Contract No. W56HZV13R0488,PN 13026027", "First Article Test Report: Contract No. W56HZV13R0488,PN 12976869 ", and "First Article Test Report: Contract No. W56HZV13R0488,PN 12976883." Within 30 calendar days after the Government receives the test reports, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first articles. 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 a 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 reports on time, or the Contracting Officer disapproves any first articles, 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 approvals, 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 approvals are granted, only costs for the first articles 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 tests 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 articles and the production quantity at the same facility.

(End of Clause)