

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 2013OCT07	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND RYAN RIDDERIKHOFF WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: RYAN.RIDDERIKHOFF@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-0509
		9B. Dated (See Item 11) 2013SEP25
	<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.

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 8
	PIIN/SIIN W56HZV-13-R-0509 MOD/AMD 0001	

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: RYAN RIDDERIKHOFF
Buyer Office Symbol/Telephone Number: CCTA-ADS-C/(586)282-7479
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Weapon System: XM23 Mortar Ballistic Computer

*** End of Narrative A0000 ***

The purpose of amendment 0001 to solicitation W56HZV13R0509 is the following:

1. Add First Article Test CLIN 0003AC for KIT, HARDWARE, BARREL (NSN: 1015-01-598-5194). Clause 52.209-3 FIRST ARTICLE APPROVAL CONTRACTOR TESTING is updated to include this item.

2. Adjust the delivery schedule as follows:

CLIN 0002AA

FROM: 150 DARO
TO: 180 DARO

CLIN 0003AA

FROM: 150 DARO
TO: 300 DARO

3. Clauses 52.242-4022 DELIVERY SCHEDULE and 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY are updated to reflect these changes.

4. The solicitation closes 01 November 2013 and will not be extended.

5. All other terms and conditions of this solicitation remain unchanged and in full force and effect.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0509 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0002AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Production Quantity</u></p> <p>75</p> <p>EA</p> <p>GENERIC NAME DESCRIPTION: BAR, PROTECTIVE, MORT CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH3V5468EH PRON AMD: 01 AMS CD: SM2B1100000</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS 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 <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZW3211V156</td> <td>W562RP</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>75</td> <td>0180</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RP) SR W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON 7 FRANKFORD AVE ANNISTON, AL, 36201-4199</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZW3211V156	W562RP	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	75	0180				75	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W56HZW3211V156	W562RP	J		1																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																											
001	75	0180																											
0003	<p>KIT, HARDWARE, BARREL NSN: 1015-01-598-5194 FSCM: 19200 PART NR: 13022414</p>																												
0003AA	<p><u>Production Quantity</u></p> <p>50</p> <p>EA</p> <p>GENERIC NAME DESCRIPTION: KIT, HARDWARE, BARREL CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH3V5469EH PRON AMD: 01 AMS CD: SM2B1100000</p>	50	EA	\$ _____	\$ _____																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0509 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 REQUIREMENTS 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 W56HZW3211V157 W562RP J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 50 0300</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RP) SR WOLX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON 7 FRANKFORD AVE ANNISTON,AL,36201-4199</p>				
0003AC	<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," FAR 52.209-3.</p> <p>NOTE TO OFFEROR: FAT IS DUE 180 DAYS AFTER AWARD.</p> <p>FOR FIRST ARTICLE TESTING and FATR SUBMISSION CONTACT THE CONTRACTING OFFICER OR CONTRACT SPECIALIST LISTED ON THE 1ST PAGE OF THIS SOLICITATION.</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</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0509 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>001</p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0180				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0180									

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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)

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	26 EA		300
CLIN 0003AA	50 EA		300

(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
CLIN 0001AA	26 EA		180
CLIN 0002AA	75 EA		180
CLIN 0003AA	50 EA		180

(d) Accelerated delivery schedule is acceptable with prior approval from the PCO.

(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

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD
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[End of Clause]

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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 three (3) each of CLIN 0001 (NSN: 1015-01-616-5110) and three (3) each of CLIN 0003 (NSN: 1015-01-598-5194) as specified in this contract. At least 30 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 180 calendar days from the date of this contract to the PCO marked First Article Test Report: Contract No. _____, CLINs 0001 and 0003. 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)

I-2 CHANGED	52.217-4001	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY (TACOM)	FEB/2007
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(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 270 days after either (i) award or, if FAT is required, (ii) after FAT approval for CLINs 0001 and 0003; and 150 days after award for CLIN 0002. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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Name of Offeror or Contractor:

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]