

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Firm Fixed Price

Page 1 Of 7

2. Amendment/Modification No.

0001

3. Effective Date

2014SEP19

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND  
MARTA FURMAN  
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-14-T-0304

9B. Dated (See Item 11)

2014SEP13

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 Contract/Order No. In Item 10A.

The Changes Set Forth In Item 14 Are Made In

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 7</b>
	PIIN/SIIN W56HZV-14-T-0304	MOD/AMD 0001

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Buyer Name: MARTA FURMAN  
Buyer Office Symbol/Telephone Number: CCTA-ADS-B/(586)282-9084  
Type of Contract: Firm Fixed Price  
Kind of Contract: Other  
Weapon System: Multi-Application Weapon Components and

\*\*\* End of Narrative A0000 \*\*\*

The purpose of Amendment 0001 to W56HZV-14-T-0304 is as follows:

1. To change clause 52.209-3:

Section A

From: The Contractor shall test 5 unit(s) of Lot/Item CLIN 0001AA as specified in this contract

To: The Contractor shall test 5 unit(s) of TDPL 13036435:19200 Lot/Item CLIN 0001AA as specified in this contract

Section B

From: Contractor shall submit the first article test report within 300 calendar days from the date of this contract

To: Contractor shall submit the first article test report within 120 calendar days from the date of this contract

2. To change the delivery schedule in clause 52.242-4022:

CLIN 0001AA: from 390 days to 240 days

CLIN 0001AB: from 090 days to 120 days

3. To change the Delivery Schedule in Section B on CLIN 0001AB from 390 days to 120 days.

4. To change the Delivery Schedule in Section B on CLIN 0002AA from 300 days to 120 days.

All other terms, conditions and specifications of W56HZV-14-T-0304 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0002 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-T-0304 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  MK93 SHOCK ABSORBER,LEVE NSN: 2510-01-387-0586 Mfr CAGE: 53711 Mfr Part Number: 6650448				
0001AA	<u>PRODUCTION QUANTITY - MK93 SHOCK ABSORBER</u>  COMMODITY NAME: MK93 SHOCK ABSORBER,LEVE CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH4V5505EH PRON AMD: 01  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 6650448 DATE: 27-FEB-2014  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4044V150 W562RP J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,000 0240  FOB POINT: Destination  SHIP TO: (W562RP) SR W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON 7 FRANKFORD AVE ANNISTON,AL,36201-4199	1000	EA	\$ _____	\$ _____
0001AB	<u>OPTION QUANTITY - MK93 SHOCK ABSORBER</u>  COMMODITY NAME: MK93 SHOCK ABSORBER CLIN CONTRACT TYPE: Firm Fixed Price	500	EA	\$ _____	\$ _____

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: Commercial                      LEVEL PACKING: Commercial</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                      001 500 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W562RP) SR W0LX ARMY GENERAL SUPPLY                      CENTRAL RECEIVING POINT                      7 FRANKFORD AVE BLDG 360                      ANNISTON,AL,36201-4199</p>				
0002	FIRST ARTICLE TEST REPORT				
0002AA	<p><u>FIRST ARTICLE TEST REPORT (FATR)</u></p> <p>COMMODITY NAME: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      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 2 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00006) SEE FIRST ARTICLE TEST CLAUSE</p>	2	EA	\$ _____	\$ _____

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-14-T-0304      **MOD/AMD** 0001

**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	FOR DISTRIBUTION				

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

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PIIN/SIIN W56HZV-14-T-0304

MOD/AMD 0001

**Name of Offeror or Contractor:**

## DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 CHANGED	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

(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	500	240
CLIN 0001AB	500	120

(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
-1-	-2-	-4-

(d) Accelerated delivery schedule is acceptable.

(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]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 7</b>
	PIIN/SIIN W56HZV-14-T-0304	MOD/AMD 0001

**Name of Offeror or Contractor:**

CONTRACT CLAUSES

2 CHANGED 52.209-3                      FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE                      SEP/1989  
I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall test 5 unit(s) of TDPL 13036435:19200 of Lot/Item CLIN 0001AA 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.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to mark.e.otto.civ@mail.mil and marta.furman.civ@mail.mil marked First Article Test Report: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_. 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)