

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES
		<b>1</b> OF <b>5</b>

2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>2003 JAN 28</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PRDSCR-CGB0301</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE <b>Defense Supply Center Richmond          ATTN: DSCR Procurement          8000 Jefferson Davis Highway          Richmond, VA 23297-          Initiator: CINDY SHORT, PZGDD45 (804) 279-5789 / FAX:          (804)279-3715          E-mail: cshort@dscr.dla.mil</b>	3. EFFECTIVE DATE <b>SP0400</b>	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)	(X)	9A. AMENDMENT OF SOLICITATION NO. <b>SP0410-03-R-0743</b>
	<b>X</b>	9B. DATED (SEE ITEM 11) <b>2002 DEC 23</b>
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**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.

Offeror 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 1 copies of the amendment; (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 closing hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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)

5. 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.)  
 NSN: 0000-00-000-0000,0000-00-000-0000,  
 Previous Opening/Closing Date: **2003 JAN 31**  
 Extended to: **2003 FEB 24** Time: **2:00 p.m. Eastern Standard Time**

Solicitation is amended as follows:  
 This acquisition has been set aside for exclusive competitive participation by Small Business concerns.  
 The following changes are hereby incorporated:  
**CONTINUED ON FOLLOWING PAGE(S)**

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  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

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-This amendment extends the closing date from 31 January 2003 to 24 February 2003.

-Attachment #1 solicitation number referenced SP0410-03-R-1119 is hereby deleted and replaced with SP0410-03-R-0743.

-Attachement #4, Minimum Ordering Quantity is hereby incorporated.

-Page 3, paragraph 3, SURGE AND SUSTAINMENT: Delete the reference to Attachment 3. Replace with the correct reference number of Attachment 2.

-Page 4, paragraph 3, Reading "The Contractor is...after award of the contract." in its entirety and replace with the following paragraph. "The Contractor is responsible for notifying the Government if the drawings or technical data is different from the information cited in the Acquisition Item Description/Product Item Description (AID/PID). Attachment 3 includes items descriptions obtained from the Contract Technical Data File (CTDF).

- AID/PID data is provided for NSN 2915011397182 and 2840011428806 under attachment 3A to this amendment through the web site.

- Page 4, under "\*Clause fill-ins":

- I67 52.216-19 - (a)Delete wording "One or established minimum ordering quantity." and (b) all references as N/A on page 13. Replace with:

I67 52.216-19 - (a) Minimumm order is as specified in Attachment #4.

(b) Maximum orders:

(b)(1). Any order for a single item in excess of 25% of the Estimated Annual Demand Quantity (EADQ).

(b)(2). Any order for a combination of items in excess of 50% of the estimated contract amount for that period or the amount in para (b) (1) herein, whichever is greater

- Page 4, paragraph 4, Delete the paragraph reading "The guaranteed minimum...not exceed \$5,000,000.00."in its entirety. Clause I71, 52.216-22, Indefinite Quantity, is incorporated as follows: the minimum contract value is defined as the guaranteed monetary value of the aggregate orders issued during the base period only. The minimum will not guarantee orders for any particular item or group of items. The Government will compute a different minimum for each contract awarded under this solicitation in accordance with the following formula:

The contract minimum will be the greater of:

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10% of the value of the estimated annual demand quantity (EADQ) for the NSNs, computed as follows:

$0.1x ([NSN1 \text{ price} \times EADQ] + [NSN2 \text{ price} \times EADQ] + \text{etc...})$

OR

10% of the aggregate of the extended dollar value of the minimum order quantity (MOQ) for the NSNs, computed as follows:

$0.1 \times ([NSN1 \text{ price} \times MOQ] + [NSN2 \text{ price} \times MOQ] + \text{etc...})$

The Maximum amount shall not exceed \$499,999.99 over the life of the contract.

- Page 13, Clause I67A, 52.216-19, DSCR NOTE POPS-MINIMUM ORDER QUANTITY. Delete "provides for a minimum delivery order amount of \$1.00" and replace with "provides for a minimum delivery order quantity per attachment #4".

- The following clauses are hereby incorporated and apply to NSN 2915-01-139-7182 Basket/Group 1.

B12 9-5 FIRST ARTICLE DELIVERY UNDER INDEFINITE  
DELIVERY CONTRACTS DSCR (MAR 1999)

If this solicitation results in an indefinite delivery contract (definite-quantity, requirements, or indefinite-quantity contract), the time (number of calendar days) for submission of either the first article test report or units for first article testing by the Government, as specified in the first article approval clause (Sec I) of this solicitation, shall be computed from the date of the first delivery order issued under the resulting contract in lieu of computation from the date of the resulting contract.

I28 52.209-4, First Article Approval-Government Testing. (Sept 1989)

(a) The Contractor shall deliver 2 unit(s) of Lot/Item 2915-01-139-7182 within 250 calendar days from the date of this contract to the Government at:

NAVALAIR DEPOT  
ATTENTION FATTEST OFFICE  
DOOR 16

NAS JACKSONVILLE, FL 32212-0016

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 120 calendar days after the Government receives the first article, 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

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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 submit an additional first article for testing. After each request, 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 furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. 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 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, the Contractor-

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, 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) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) 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.

ATTACHMENT on next PAGE

Solicitation SP0410-03-R-0743 Amendment 0001			
NSN	NOMENCLATURE	UI	Minimum Order Quantity
<b>GROUP 1</b>			
2840011232251	ADAPTER,TUBE,ANTI-I	EA	4
2840011314534	RETAINER,BEARING	EA	5
2840011314740	CLAMP,TUBE,HINGED	EA	8
2840011358782	CLAMP,TRANSMITTER	EA	3
2840011358784	BRACKET ASSEMBLY,FU	EA	4
2840011396915	CLAMP,TUBE,HINGED	EA	4
2840011403409	CONNECTOR,OIL	EA	1
2840011403932	PLATE,LOCK-SEAL SHR	EA	14
2840011403960	CLAMP,HINGED,THREE-	EA	4
2840011428806	CLAMP HALF,TUBE	EA	1
2840011460292	CLAMP HALF,TUBE	EA	25
2915011397182	CAP,CYLINDER	EA	2
2995011258744	SUPPORT,TUBE	EA	10
<b>GROUP 2</b>			
5342012845119	BRACKET,SPECIAL	EA	3
5342011247831	BRACKET,TUBE SUPPOR	EA	8
5342011302772	CLEVIS,TIE ROD	EA	2
5342011314743	BRACKET,OIL COOLER	EA	2
5342011397212	CLEVIS,TIE-ROD	EA	5
5342011428810	BRACKET,TUBE SUPPOR	EA	4
2840014125465	PLATE,MOUNTING/seal metallic	EA	14