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PIIN/SIIN DAAA09-03-R-0072

MOD/AMD 0009

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this amendment is to incorporate the following changes:

a. Change the FOB point under Item No. 0001AA (First Article) from Origin to Destination. Hawthorne Proving Ground will be the designated destination point.

b. Change FOB Point for Item No. 0001AB, 0001AC, and 0001AD from Destination to Origin.

c. In addition to all the FOB Origin Transportation clauses that were added per Amendment 0006 the following clauses also apply:

FF6012 - Guaranteed Shipping Characteristics

MF0008 - Evaluation - F.O.B. Origin

MF6020 - Transportation Evaluation

d. Delete the following Quality Assurance Clauses:

ES6031 - First Article Test (Contractor Testing)

IF7018 - First Article Approval (Contractor Test)

e. Add the following Quality Assurance Clauses:

ES6033 - First Article Test (Government Testing)

IF6003 - First Article Approval (Government Test)

f. For informational purposes regarding Drawing 9280109 - The Marine Corp prefers to use Graphical Firing Scale (whiz wheel).

g. The Transportation (FDT/TAC) Code for Production Quantity Deliveries is L200.

h. Production Quantities will be FOB Origin; Ballistic First Article and Ballistic Lot Acceptance Samples will be FOB Destination to Hawthorne Proving Grounds.

2. The closing date remains 20 Feb 2004 (1:00 p.m.)

3. All amendments must be acknowledged.

4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 011 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-------------|-------------------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|--|--|--|--|---|-------------------|-----------------|--|-------------------------|--|--|-----|---|--|------|--|--|--|--|--|--|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | <p><u>60MM M888 LAP</u></p> <p>FSCM: 19200 PART NR: 9354440 SECURITY CLASS: Unclassified</p> | 91584 | EA | \$ _____ | \$ _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <p><u>FIRST ARTICLE</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <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></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>0450</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p> | DOC | SUPPL | | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | | | | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | | <u>DAYS AFTER AWARD</u> | | | 001 | 1 | | 0450 | | | | | | |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | | | | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | | <u>DAYS AFTER AWARD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | | 0450 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AB | <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 60MM HE M888 PRON: T13A0T19M2 PRON AMD: 09</p> <p>(FDT/TAC) L200</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> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AC | <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785423099192 W53XMD M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 16,464 0540</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CTG 60MM M888 HE PRON: T14A0T18HH PRON AMD: 03 AMS CD: 41500684032 CUSTOMER ORDER NO: M9545004MP41007</p> <p>((FDT/TAC) L200</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> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 M6785433019134 W53XMD J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 13,536 0540</p> <p>002 4,064 0570</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785433019135 W44XMF J 3</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|---|----------|------|------------|--------|
| 0001AD | <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 12,256 0570</p> | | | | |
| | <p>FOB POINT: Origin</p> | | | | |
| | <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</p> | | | | |
| | <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 003 M6785433019136 W67G23 J 3</p> | | | | |
| | <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 12,256 0570</p> | | | | |
| | <p>FOB POINT: Origin</p> | | | | |
| | <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003</p> | | | | |
| | <p><u>PRODUCTION WITH FIRST ARTICLE</u></p> | | | | |
| | <p>NOUN: LAP CTG 60MM M888 HE PRON: T14A0T78HH PRON AMD: 01 AMS CD: 41330050009 CUSTOMER ORDER NO: M9545004MP31137 (FDT/TAC) L200 (End of narrative B001)</p> | | | | |
| | <p><u>Packaging and Marking</u></p> | | | | |
| <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | | | |
| <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 M6785433529319 W53XMD J 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1,424 0570</p> <p>002 13,856 0600</p> <p>FOB POINT: Origin</p> | | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|---------------------|---------------------|
| 0002 | <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785433529321 W67G23 J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 17,728 0600</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W67G23) XR W0MM USA OSC DEPOT TOOELE TOOELE ARMY DEPOT TPF TOOELE UT 84074-5003</p> <p><u>DATA ITEM DESCRIPTION (1423)</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirement, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative F001)</p> | | | <p>\$ ** NSP **</p> | <p>\$ ** NSP **</p> |

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|---|-------------|
| E-1 CHANGED | 52.209-4511 LOCAL | FIRST ARTICLE TEST (GOVERNMENT TESTING) | MAY/1994 |
| <p>a. The first article shall consist of: See MIL-C-64037(AR) Amend 6, 16 September 2002; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.</p> <p>b. The first article shall be delivered to: Hawthorne Proving Ground. The first article shall be delivered by the Contractor Free on Board (FOB) destination.</p> <p>c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.</p> <p>d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NA. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.</p> <p>e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.</p> <p>f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.</p> | | | |

(End of clause)

(ES6033)

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|-------------|----------------------|---|----------|
| E-2 DELETED | 52.209-4512 LOCAL | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994 |
|-------------|----------------------|---|----------|

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MOD/AMD 0009

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

Status Regulatory Cite _____ Title _____ Date _____

F-1 CHANGED 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,
Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic_Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded -1- Yes -2- No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____*

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____ Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(End of clause)

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MOD/AMD 0009

Name of Offeror or Contractor:

(FF6012)

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MOD/AMD 0009

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|--------------|-------------|
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|-------------|----------|---|----------|
| I-1 CHANGED | 52.209-4 | FIRST ARTICLE APPROVAL - GOVERNMENT TESTING | SEP/1989 |
|-------------|----------|---|----------|

(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * 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 45 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.***

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF6003)

| | | | |
|-------------|----------|---|----------|
| I-2 DELETED | 52.209-3 | FIRST ARTICLE APPROVAL - CONTRACTOR TESTING | SEP/1989 |
|-------------|----------|---|----------|

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|---------------------------------------|-------------|
| M-1 ADDED | 52.247-47 | EVALUATION - F.O.B. ORIGIN | APR/1984 |
| M-2 DELETED | 52.247-50 | NO EVALUATION OF TRANSPORTATION COSTS | APR/1984 |
| M-3 DELETED | 52.247-49 | DESTINATION UNKNOWN | APR/1984 |
| M-4 CHANGED | 47.305-12 | TRANSPORTATION EVALUATION | JAN/1995 |

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Cartridge for Weapons (NMFC: 064300/UFC: 05980)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane AAA, Crane, IN (motor/rail); McAlester AAP, (McAlester, OK (motor)/Navy, OK (rail));
Tooele Army Depot (Tooele, UT (motor/Warner, UT (rail))

(d) Evaluation will include the quantities and sources of government furnished material listed below.

Ctg, Ignition, M702, NSN: 1310-01-342-6874; Primers, Tubular 1.4G UN0320 PG II;
(NMFC: 064300/UFC: 05980); Sensitive Category IV
Chg, Propelling, M204 NSN: 1310-01-050-8896; Charges, Propelling, for Cannon 1.3C UN0242 PG II;
(NMFC: 064300/UFC: 05980); Uncategorized
Fin, Mortar, Ctg M27; NSN: 1310-01-050-8894; (NMFC: 162813/UFC: 73220); Non-sensitive
Case, Projectile M720; NSN: 1310-01-050-8893; (NMFC: 162812/UFC: 73220); Non-sensitive
Container Assembly M204, NSN: 1310-01-064-2839; (NMFC: 014130/UFC: 06120); Non-sensitive
Container Assembly M205, NSN: 1315-01-105-4073, (NMFC: 145980/UFC: 73270); Non-sensitive

(End of Provision)

(MP6020)