

2. Amendment/Modification No.  0004	3. Effective Date  2004MAY07	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By Code W52P1J HQ AFSC AMSFS-CCA-M RITA COMBS (309)782-3605 ROCK ISLAND, IL 61299-6000 BLDG 350 & 390 EMAIL: COMBSR@OSC.ARMY.MIL	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"/> SCD <input type="checkbox"/> PAS <input type="checkbox"/> ADP PT	9A. Amendment Of Solicitation No. W52P1J-04-R-0091 9B. Dated (See Item 11) 2004MAR12 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. 2004MAY27 03:45pm

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

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PIIN/SIIN W52P1J-04-R-0091

MOD/AMD 0004

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

ITEM: BSU-85/B RETARDER FIN ASSEMBLY  
NSN: 1325-01-218-8419  
P/N: 1634AS100

## THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

1. EXTEND THE CLOSING DATE FOR RECEIPT OF OFFERS FROM 11 MAY 2004 TO 3:45 P.M. CT, 27 MAY 2004.
2. REDUCE THE TOTAL REQUIREMENT UNDER THIS SOLICITATION BY 1058 FIN ASSEMBLIES, FROM 3422 EACH TO 2364 EACH. SECTION B OF THIS AMENDMENT PROVIDES THE REVISED DELIVERIES BASED ON THE REDUCED QUANTITY.
3. ADJUST THE GOVERNMENT FURNISHED MATERIAL (MK3 PALLETS) AS A RESULT OF THE REDUCED QUANTITY FOR BSU-85 FIN ASSEMBLIES. THE QUANTITY OF MK3 PALLETS IS REVISED FROM 575 TO 400 EACH.
4. INCORPORATE ADL-CHANGE NOTICE 002 DATED 27 APRIL 04 (ATTACHMENT 20).
5. INCORPORATE A REVISED STATEMENT OF WORK (SOW) FOR BSU-85/B AIR INFLATABLE RETARDER FIN, SOW 1634AS100, REV B DATED 09 APR 04 (ATTACHMENT 21). CHANGE NOTICE 002 AND THE REVISED SOW REDUCES THE NUMBER OF TEST ITEMS FOR FLIGHT TEST TO 12 FOR THE FIRST ARTICLE AND ADDS 12 TEST ITEMS TO BE FLIGHT TESTED FOR THE INITIAL LOT ACCEPTANCE TEST. ADDITIONALLY, THE RESPONSIBILITY FOR FLIGHT TESTING HAS BEEN CHANGED BACK TO THE GOVERNMENT. ADDITIONAL SECTION E CLAUSES FOR (GOVERNMENT) FIRST ARTICLE AND PRODUCTION LOT ACCEPTANCE FLIGHT TESTING ARE PROVIDED IN SECTION E OF THIS AMENDMENT.
6. DELETE CONTRACT DATA REQUIREMENTS LIST (CDRL) ITEM NUMBERS A014 AND A016, WHICH WERE ADDED BY THE REVISED CDRL INCORPORATED BY SOLICITATION AMENDMENT 0001 DATED 23 MARCH 2004.

\*\*\* END OF NARRATIVE A 005 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001AD	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>1470</p> <p>NOUN: BSU-85 RETARDER FIN F/MK83                      PRON: R13A0F43M2 PRON AMD: 07                      AMS CD: 41500684036                      CUSTOMER ORDER NO: N0001903MP04881</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> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>N490653024004A</td> <td>W44XMF</td> <td>J</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>500</td> <td>0450</td> </tr> <tr> <td>002</td> <td>500</td> <td>0480</td> </tr> <tr> <td>003</td> <td>470</td> <td>0510</td> </tr> <tr> <td>004</td> <td>0</td> <td>0540</td> </tr> <tr> <td>005</td> <td>0</td> <td>0570</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT                      WHOLESALE SUP ACCT                      MCALESTER OK 74501-5000</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	N490653024004A	W44XMF	J		3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	500	0450	002	500	0480	003	470	0510	004	0	0540	005	0	0570	1470	EA	\$ _____	\$ _____
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	N490653024004A	W44XMF	J		3																														
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																	
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002	500	0480																																	
003	470	0510																																	
004	0	0540																																	
005	0	0570																																	
0001AE	<p><u>PRODUCTION QUANTITY</u></p> <p>894</p> <p>NOUN: BSU-85 RETARDER FIN F/MK83                      PRON: R14A0R21HI PRON AMD: 02                      AMS CD: 41500684032                      CUSTOMER ORDER NO: N0001904MP04509</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	894	EA	\$ _____	\$ _____																														

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001 N490653302005A W53XMD J 3</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u></p> <p>001 30 0510</p> <p>002 500 0540</p> <p>003 364 0570</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT                      WHOLESALE SUPPLY ACCOUNT                      BLDG 13 300 HWY 361                      CRANE IN 47522-5099</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/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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E-1 CHANGED	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
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FOR CONTRACT LINE ITEM NUMBER 0001AC:

a. The first article shall consist of: TWELVE (12) COMPLETED RETARDER FINS; which shall be examined and tested in accordance with contract requirements.

b. The first article shall be delivered to: COMMANDER, NAVAL AIR WEAPON STATION (NAWS), MAIN MAGAZINE BUILDING 31064, CODE 882000D, ATTN: YVETTE H. JONES (PHOHE 805-484-6507), CHINA LAKE, CA 93555. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

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.

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: NONE. 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.

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.

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.

(End of clause)

(ES6033)

E-2 CHANGED	52.246-4530 LOCAL	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994
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a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: TWELVE (12) COMPLETED RETARDER FINS FROM FIRST PRODUCTION LOT. The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:



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**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
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(a) The Contractor shall deliver \*\_unit(s) of Lot/Item \* within \*\* calendar days from the date of this contract to the Government at \_COMMANDER, NAVAL AIR WEAPON STATION (NAWS), MAIN MAGAZINE BUILDING 31064, CODE 882000D, CHINA LAKE, CA 93555 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. 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.

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\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF8003)

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**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 020	AUTOMATED DATA LIST-CHANGE NOTICE 002	27-APR-04	001	
Attachment 021	STATEMENT OF WORK FOR BSU-85/B AIR INFLATABLE RETARDER FIN, (SOW) 1634AS100, REV B	09-APR-04	010	