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PIIN/SIIN W52P1J-04-R-0091

MOD/AMD 0005

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

1. PROVIDE BID LINES IN SECTION B OF THIS AMENDMENT FOR THE REDUCED QUANTITY IDENTIFIED BY AMENDMENT 0004. ALSO NOTE THAT A SECOND BID LINE HAS BEEN ADDED FOR THE POSSIBILITY THAT FLIGHT TESTING IS WAIVED IN ITS ENTIRETY. IF (GOVERNMENT) FLIGHT TESTING IS WAIVED, CONTRACT LINE ITEM 0001AC WILL BE DELETED FROM THE CONTRACT TOGETHER WITH CLAUSE E-1, FIRST ARTICLE TEST (GOVERNMENT TESTING), WHICH WAS ADDED BY AMENDMENT 0004 FOR CONTRACT LINE ITEM NUMBER 0001AC. ALL OTHER FIRST ARTICLE TEST SAMPLES/REQUIREMENTS (OTHER THAN FLIGHT TESTING) ARE REQUIRED AND WAIVERS WILL NOT BE CONSIDERED.

2. CORRECT CLAUSE E-2, "SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)" WHICH WAS ADDED BY AMENDMENT 0004. SEE SECTION E OF THIS AMENDMENT FOR THE CORRECTED CLAUSE.

3. ADD AN ECONOMIC PRICE ADJUSTMENT (EPA) CLAUSE TO THE SOLICITATION (SEE SECTION I OF THIS AMENDMENT).

*** END OF NARRATIVE A 006 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BSU-85 RETARDER FIN F/MK83 SECURITY CLASS: Unclassified</p> <p><u>With First Article (FLIGHT TESTING) Requirement</u> Delivery Shall Be FOB Destination</p> <p><u>Without First Article (FLIGHT TESTING) Requirement</u> (Contract Line Item 0001AC Not Required) Delivery Shall Be FOB Destination</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	2364	EA	<p>\$ _____</p> <p>OFFERORS SHALL DISREGARD BID LINES, ABOVE.</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

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SECTION E - INSPECTION AND ACCEPTANCE

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

Status	Regulatory Cite	Title	Date
E-1 CHANGED LOCAL	52.246-4530	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994

a. A lot acceptance test sample is required to be submitted by the Contractor from THE FIRST 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:

TEST	REQUIREMENTS	SAMPLE	TEST FACILITY
FLIGHT TESTING	SEE PARAGRAPH 3.2.1.4 OF NWC 2419	12 EACH	NAVAL AIR WEAPONS CENTER MAIN MAGAZINE BUILDING 31064 CODE 882000D, ATTN YVETTE H. JONES CHINA LAKE, CA 93555

b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.

LAP FACILITY: N/A

c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

g. The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within

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the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.

k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

(ES6035)

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OFFERORS SHOULD PROVIDE THE ABOVE DETAILED DATA REQUIRED BY THE EPA CLAUSE WITH THEIR ORIGINAL PROPOSAL SUBMISSION. SUPPORTING DOCUMENTATION IS ALSO REQUIRED IN THE FORM OF A VENDOR QUOTE, PURCHASE ORDER, INVOICES, ETC., TO SUBSTANTIATE THE MATERIAL (STEEL) UNIT PRICES SUBMITTED ABOVE. THIS ADDITIONAL DATA WILL NOT BE CONSIDERED SEPARATELY IN THE DETERMINATION OF PRICE REASONABLENESS. THIS INFORMATION IS USED ONLY IN THE CALCULATION OF AN APPLICABLE EPA REQUEST.

(End of clause)

(IS6180)