

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION 0002	3. EFFECTIVE 30 June 2004	4. REQUISITION/PURCHASE REG. NO. N/A	5. PROJ NO. (if applicable)
6. ISSUED BY CODE	N00164	7. ADMINISTERED BY (if other than Item 6) CODE	
CONTRACTING OFFICER Shirley D. Littrell/1165ZM Bldg.3168 NAVSURFWARCENDIV 300 Highway 361 Crane, IN 47522-5001 Telephone: 812-854-1947 Email: Littrell_S@crane.navy.mil			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code)		X	9A. AMENDMENT OF SOLICITATION NO. N00164-04-R-8910 27 May 2004
			10A. MODIFICATION OF CONTRACT/ORDER 10B. DATED (SEE ITEM 13)
CAGE CODE	FACILITY CODE		

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] 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 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 opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT CHANGE 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 Mutual agreement of the contract parties in accordance with FAR 43.103(a)(3).
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: This amendment is issued to increase the minimums for CLIN 0003 and 0005; to add CLIN 0009, Training, CLIN 0010, Spare Parts; to clarify the CLIN structure; to make changes to the Statement of Work; make changes to contract clauses; to make CDRL replacements and to add CDRL'S, Attachments hereto, and to make changes to Section "L". See Pages 2 through 7.

		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. The number of the first Amendment to the RFP is hereby changed to Amendment No. 0001 in block 2 of page 1, and on page 2. Also the effective date in Block 3 is changed to 23 June 2004.

2. The contract minimums for CLINS 0003 and 0005 are increased as follows:

CLIN 0003 Minimum is increased from 0 to 3

CLIN 0005 Minimum is increased from 0 to 8

CLINs 0009 and 0010 are added as follows:

0009	Training in accordance with the SOW, paragraph 3.4.2	1	LO	\$
0010	Spare parts in accordance with paragraph 3.4.1 (Provision Item Ordering)	1	LO	\$2,400,000

For clarification purposes, Schedule "B" is revised as follows:

SECTION "B"

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	First Article of Continuous Wave Illuminator (CWI) Noise Test Sets (NTS), Mod 2 in accordance with (IAW) WS-33336 and the Crane Statement of Work (SOW) in Section "C".	1	EA	\$	\$

0002	Production of CWI NTS, Mod 1 in accordance with (IAW) WS-33336 and SOW in Section "C". Foreign Military Sales (FMS)	MIN 0	MAX 12	EA	See Below Price Matrix
------	---	----------	-----------	----	------------------------

QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

MIN MAX

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0003	Production of CWI NTS, Mod 1a IAW WS-33336 and the Crane SOW Foreign Military Sales (FMS)	3 70	EA	See Below Price Matrix	

QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
46 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
51 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
56 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
61 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
66 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
70 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>Item No.</u>	<u>Supplies/Services</u>	<u>MIN</u> <u>MAX</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0004	Production of CWI NTS, Mod 2 IAW WS-33336 and the Crane SOW	12 130	EA	See Below Price Matrix	

QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
46 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
51 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
56 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
61 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
66 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
70 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
101 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
130 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
MIN MAX 0005	Production of CWI NTS, Mod 2 IAW WS-33336 and the Crane SOW Foreign Military Sales (FMS)	8 60	EA	See Below Price Matrix	
QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
46 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
51 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
56 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
60 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006	Production of CWI NTS, Mod 2a IAW WS-33336 and the Crane SOW Foreign Military Sales (FMS)	MIN MAX 0 12	EA	See Below Price Matrix	
QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007	Data in accordance with Contract Data Requirements Lists (CDRL's) DD 1423-1 (A001 thru A019) found in Exhibit "A" Section "J".	1	LO	\$	\$
0008	Implementation of Item Identification and Validation in accordance with DFARS 252.211-7003.	1	LO	\$	\$
0009	Training in accordance with the SOW, paragraph 3.4.2	1	LO	\$	\$
0010	Spare parts in accordance with paragraph 3.4.1	1	LO	\$2,400,000	\$2,400,000
Total Contract Maximum					\$

3. The following clause is added:

FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) (FAR 52.209-4)

(a) The Contractor shall deliver 1 ea unit(s) of Lot/Item 0001 within calendar days from the date of this contract to the Government at at source [insert name and address of the testing facility] 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 10 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.

(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.

4. Make the following changes to the Statement of Work (SOW):

2.2 Applicable Documents

Add - IEEE/EIA 12207.0 dated 1 Mar 98

3.1.3 ILS

Provisioning Technical Data (Documentation) - replace "data" with "documentation"

Diminishing Manufacturing (Source (DMS)) - adding words (Source(DMS))

3.1.4 CM

Add "A021, A022, A023" at end of paragraph.

3.1.4.1H Software

Add: All software developed shall meet the requirements of and follow the protocols in accordance with IEEE 12207.

3.1.4.3 Serialization

Add

If a test set is repaired under the warranty provisions, the test set shall retain the same serial number.

3.3 Program Management

Add

The Program Manager shall be included as a Key Personnel.

3.4 ISEA Support

Statement of Work paragraph 3.4 is replaced with following:

3.4. ISEA Support. Spare parts, training and technical support will be ordered as specified in Delivery Order(s).

Statement of Work Paragraph 3.4.2 is supplemented with the following:

3.4.2 Training. Training to be provided on the CWI Noise Test Sets shall consists of a total of 10 days of instruction at NSW Yorktown, Virginia. Two separate trips will be required for one trainer. The 10 days of training are expected to be divided into two separate sessions, for a group not to exceed 5 persons per session.

3.4.3 Technical Support

Replace with the following:

The contractor shall provide technical support in accordance with the approved maintenance philosophy. The support shall occur via telecommunications and shall consist of no more than 16 hours per calendar quarter. Technical support will not be separately priced, but amortized into the cost of the units.

3. Make the following change to Section “E”:

Replace Quality Systems Requirement (NAVSEA) (May 1995) (5614) with the following:

QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614) **CORRECTED**

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ Q9001-2000 Quality Management System Standards imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

Section “G” – Make the following changes:

Please change the e-mail address for vendor pay as follows:

CNIN_Vendor Pay @crane.navy.mil.

SECTION “J” - Make the following changes:

Replace Contract Data Requirements Lists (CDRL’s A011 and A012 with the attached CDRL’s and the following CDRL’s are added:

CDRL A021 Contractor’s Configuration Management Plan
CDRL A022 Program-Unique Specification Documents
CDRL A023 – Proposed Critical Manufacturing Process

Add the following Attachment in Section “J”

General DD Form 1423 Glossary 7 pages

SECTION “L” – Make the following changes:

Delete Duplicate (second) Subcontract Data Required on page 54

Page 55 Factor I - Capability/Subfactor C/Standard 1 - Replace as follow:

Offerors shall address their plan to meet the schedule for delivery of the First Article and the initial delivery of the production units. Offerors shall address the optimum quantities of production units for delivery per month as well as the maximum.

Page 56 Factor II - Logistics/Subfactor B/Standard 1 - Replace as follows:

Offerors shall describe their current method of addressing Diminishing Manufacturing Source (DMS) issues and how this would support a goal of seven (7) years for the proposed design to be supportable without any DMS issues. If there is not a current method in place for the current plan does not meet the goal stated above, describe how DMS will be managed for this contract with the same goal of seven (7) years of the design being supportable without DMS issues.

Page 57 Factor III - Life Cycle Costs (LCC) - Replace with the following:

Standard 1 - Offerors shall describe the life cycle costs of acquiring , owning, maintaining and disposing of a CWI NTS system. Disposal shall address HAZMAT and security issues.

Standard 2 - deleted.