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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS AMENDMENT (0001 TO SOLICITATION DAAE20-01-R-0083) IS TO:

1. Change the price index cited in Section A, Stage II - Delivery Order Placement, paragraph 8, Non-Competitive Order Placement (Economic Price Adjustment) from Series 3999 (Manufacturing Industries) to the Overall, Finished Goods Index.
2. Replace the Product Consistency clause found in Section C with the following:  
  
Product Consistency: Product consistency is required throughout the life of this contract. The offeror's Technical Proposal for those items found to be technically acceptable will be incorporated into the award document for the purpose of establishing a product baseline. The Government must be notified of any proposed changes to the configuration after award that would effect function or the ability to meet the contract requirements. Any changes must be backward compatible.
3. Replace the Deliveries clause found in Section F with the revised clause found on page 3 of this amendment.
4. Replace the Tailorable Warranty clause found in Section I with the revised clause found on pages 4 and 5 of this amendment.
5. Change the Oral Presentation time (found in Section L, Segment I Instructions, 4(a)(1)) from 3 hours per performance description to 3 hours per performance description or 4 hours if covering both CLINs 0001 and 0002 or CLINs 0005 and 0006. Also delete "three hour" from "The three hour time limit will begin at the Contracting Officer's discretion."
6. Change the written narrative limitations (found in Section L, Segment I Instructions, 4(a)(1)) from "not to exceed a total of 10 pages" to "not to exceed a total of 10 pages (15 pages for combined CLIN presentations) and change "15 pages" to 15 pages (20 pages for combined CLIN presentations)
7. Clarify that construction costs should be included in the Turnkey Installation pricing sheets.
8. Delete the Moving Infantry Target and Miles Shootback Device pricing blocks from the Turnkey (Low Tech) Installation Costs sheets  
Also, delete the Installation Travel Costs sheets for the Basic and Deluxe Lightweight Portable Ranges. Any prices insereted in these areas will be ignored for all purposed.
9. Change the Miles Shootback Device pricing block title on the Turnkey (High Tech) Installation Costs sheet to read "Miles Cable".
10. Make the following changes to paragraph 2.2 of each Performance Description, Government Publications as follows:  
  
Change CEHND 1110-1-23 CEHNC 1110-1-23, March 1998 (also change CEHND to CEHNC wherever found throughout the Performance Descriptions.)  
Change TC 25-8, Army Training Ranges <http://www.tradoc.army.mil> to TC 25-8, Army Training Ranges, Draft  
<ftp://ftp.atsc.army.mil/ATMD/>

As a result of these changes, the closing date for receipt of Segment I proposals is extended to 06August2001.

\*\*\* END OF NARRATIVE A 004 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

Deliveries: Each delivery order will be issued with firm delivery dates in Section B. Delivery periods for Segment I (Small Arms Ranges) will be established as follows:

CONUS Small Arms Range Deliveries: The normal delivery period for Small Arms CONUS range installation shall be 120\*\* days to produce, assemble, deliver, install and complete contractor testing on all items in accordance with the requirements of the Performance Description. The contractor must notify the contracting officer at least 5 days prior to Government final inspection and testing. The Government shall have a maximum of 7 additional days for Qualification testing or 3 additional days for Range Acceptance testing and interim acceptance of the range. The contractor shall have up to a maximum of 15 days thereafter to complete the training required for final acceptance of the range. Consequently, the number of days that will normally be allocated in Section B for complete acceptance of CONUS Small arms ranges will be 147\*\* days total time after delivery order issuance for ranges requiring Qualification testing or 143\*\* days for follow-on ranges requiring only Range Acceptance testing.

OCONUS Small Arms Range Deliveries: The normal delivery period for OCONUS Small Arms range installation shall be as outlined for Standard CONUS Small Arms ranges above with the exception that the Government shall have an additional 30 days in order to perform a partial acceptance of the contractors equipment\* and to ship the equipment to the overseas destination FOB origin. Consequently, the number of days that will be allocated in Section B for complete acceptance of OCONUS Small Arms ranges will be 177\*\* days total time after a delivery order issuance for ranges requiring Qualification testing or 173\*\* days for follow-on ranges requiring only Range Acceptance testing.

\*A partial acceptance of the contractors equipment, based on count and condition (no payment will be granted until range is accepted), will be granted upon delivery of the complete manifest of hardware for a single site to the Government's Quality Assurance Representative at the contractor's plant, prior to transshipment.

\*\*The Government reserves the right to request a shorter delivery schedule (up to 30 days less) if necessary. This will only occur under competitive ordering procedures. Contractors not able to meet the shorter delivery schedule should not submit pricing for such orders.

Time is of the essence. Offerors must comply with the delivery requirements specified herein regardless of any of the modifications that must be made to meet the minimum requirements of the Performance Description.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.246-4524 TACOM-RI	TAILORABLE WARRANTY	NOV/1988
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1. COST. This warranty reestablishes that the contractor is obligated to deliver supplies which meet contractual requirements and that obligation does not end with acceptance by the Government. Costs associated with this Warranty, if any, should be included in the offered prices.

## 2. DEFINITIONS:

a. "Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies or approves specific services as partial or complete performance of the contract.

b. "Defect," or failure, is any condition or characteristic in any supplies or services furnished under the contract, that is not in compliance with the requirements of the contract.

c. "Supplies" are the end items furnished by the contractor and related services required under this contract.

d. "Systemic Failure" is a classification of failures which occurs or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence.

3. WARRANTY. Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that the supplies delivered under this contract will:

a. Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in effect at the time of acceptance.

b. Conform to all drawings and specifications as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract.

c. Conform to all requirements delineated in the Performance Description(s) furnished under this contract.

4. DURATION. Warranty coverage shall be in effect for three (3) years from acceptance of each deliverable.

## 5. LIABILITY.

a. In the event the Government determines during the warranty duration, that supplies delivered under this contract fail to meet the conditions specified in paragraph 3 above, the Contracting Officer shall promptly notify the Contractor of the defect. Upon notification of the existence of a defect, the Contractor shall submit to the Contracting Officer, in writing, within 5 working days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any shall be undertaken. The Contracting Officer may set up a conference call with the Contractor to determine whether the defective item will be shipped back to the Contractor for corrective action or an on-site visit will occur. The contractor will, at the election of the Government:

(1) Within 14 calendar days, correct the failure at no additional cost to the Government; and/or

(2) Pay costs incurred by the Government in taking such corrective action if the contractor fails to take corrective action within the timeframes stated above; and/or

(3) Accept an equitable reduction in the contract price.

The action to correct the defect may include an acceptable redesign.

b. If the contractor becomes aware of any defect in supplies to meet the warranty prior to notification by the Government, the Contractor shall notify the Government of the defect.

c. When items covered under this clause are returned to the contractor pursuant to this clause, the contractor will bear all transportation costs associated with the return of the items to the contractor's plant and all costs associated with their return to the original destination. The contractor will bear all responsibility for the supplies while in transit.

d. The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required

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under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price. This data may include but is not limited to such information as the description of the defect/deficiency, the cause of the defect/deficiency, corrective action(s) taken or action(s) taken to preclude possible recurrence.

6. SYSTEMIC FAILURE LIABILITY. In addition to the liability of paragraph 5 above, claims for correction of a systemic failure shall be invoked by the Contracting Officer giving written notice to the contractor that a systemic failure exists in supplies delivered under this contract. Corrective action must address the entire contract quantity. If the systemic failure is determined to be the result of a design deficiency, redesign must be considered.

7. MARKING AND PACKING OF WARRANTED SUPPLIES.

a. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

b. The Contract Line Items and components listed below shall be identified and marked with respect to warranty requirements, and manufacturer's identification, in accordance with the warranty and manufacturer's identification marking requirements of MIL-STD-129, "Marking for Shipments and Storage" and MIL-STD-130, "Identification Marking of US Military Property." The method of applying the marking must be acceptable to the Contracting Officer. The applicable Contract Line Items and components are the following: See Section B.

8. EXCEPTIONS.

a. The prime contractor shall not be required to provide the warranties specified in paragraph 3 above on any property furnished to that contractor by the Government except for (1) defects in installation, (2) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property, or (3) modifications made to the property by the prime contractor or a subcontractor thereof.

9. DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. This clause shall not be construed as obligating the Government to increase the contract price. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes."

10. DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of performance under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule or period of performance as a result of correction of defects.

11. REPLACED OR REPAIRED SUPPLIES. Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these supplies or parts shall expire at the same time as the warranty for the parts which they replace. These warranties will not, in any way be voided by any Government performed repair, accomplished in accordance with standard Military Service maintenance procedures, or any supply, or component thereof, covered by these warranties.

(End of Clause)

(IS6030)

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## SECTION I - CONTRACT CLAUSES

CHANGED IS6030 52.246-4524 01-NOV-1988 TAILORABLE WARRANTY  
TACOM-RI

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c. Conform to all requirements delineated in the Performance Description(s) furnished under this contract.

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d. The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the

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10. DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of performance under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule or period of performance as a result of correction of defects.

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(End of Clause)

(IS6030)