

2. Amendment/Modification No. P00008	3. Effective Date 2000FEB24	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROXANNE SPURGETIS (309) 782-4886 ROCK ISLAND IL 61299-7630 EMAIL: SPURGETISR@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMC PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427	Code	S3915A
			SCD B PAS S3915A5504APN ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) FRASER-VOLPE CORP WARMINSTER INDUSTRIAL PARK 1025 THOMAS DR WARMINSTER INDUSTRIAL PARK WARMINSTER PA 18974-0000 TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE20-95-C-0275
	<input type="checkbox"/>	10B. Dated (See Item 13) 1995JUL26
Code 55096	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.

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 _____ 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)
ACRN: AE NET INCREASE: \$.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

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 checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103	
<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) ROXANNE SPURGETIS SPURGETISR@RIA.ARMY.MIL (309) 782-4886		
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN DAAE20-95-C-0275

MOD/AMD P00008

Name of Offeror or Contractor: FRASER-VOLPE CORP

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is as follows:

1. To change the Depot Maintenance Level Support (Option 003) as indicated below:

(A) The type of contract referenced in para. C.3.4.5 of the statement of work is changed from a time and material to a firm fixed price. The repair price per binocular is \$750.00. This repair price includes all material and labor, and any other applicable costs. Both the Government and Fraser Volpe understand and agree that this \$750.00 repair price represents an estimated range of likely costs, and that the repair/replace effort for each binoculars may vary so that, it may cost the contractor more than \$750.00 or it may cost the contractor less than \$750.00. The services covered by this unit price shall include corrective maintenance and alignment as required to repair/replace any defective components or failed items to restore components or end items to a serviceable condition. The repair/replace price includes services listed and the effort is not limited to the sample repair tasks listed in Attachment 02 of the basic contract "Evaluated Options", para h., Option Clin 003, but includes the effort detailed in Attachment 01 of the basic contract, Statement of Work, para. C.3.4.5 through C.3.4.7 in the scope of work and any and all the services to repair and restore the binoculars to the original functional and structural capability.

(B) Fraser Volpe agrees to exclude from this effort any binoculars that fall under the warranty provisions.

(C) Option Clin 003 will be in the form of a firm fixed price requirements contract. Therefore, clauses FAR 52-216-18, Ordering; FAR 52.216-19, Order Limitations; and FAR 52.216-21 Requirements, are incorporated into this contract. The repair service shall be for a period of 24 months. The government's estimated repair quantity is between 50 - 100 binoculars. Funding for this effort will be made via a modification to this contract.

2. To incorporate a 12 month warranty provision into the contract according to the terms set forth in attachment 002 of this modification. This warranty is applicable to all new and repaired M25 Binoculars purchased under this contract.

3. To extend the period of performance of option 4 from 31 Dec 01 to 31 Dec 03.

Option	Qty Range	Expiration Date	Unit Price
4	700 - 3,000	31 December 2003	\$4,650.00.

4. To extend the delivery schedule for clin 0001AC, 0001AD and 0005AA as shown in schedule B. Earlier delivery will be acceptable at no increase in contract amount.

5. To incorporate a revised purchase description for the M25 Stabilized Binocular attached to this modification as attachment 003 at no additional cost to the Government. This revised purchase description sets forth the new power adapter requirements. Clin 0001AD for 755 binoculars shall be shipped with the new power adapter as stated in the revised purchase description. Clin 0001AC, 258 binoculars shall be retrofitted to match the new purchase description. Instructions for the adapters removed from Clin 0001AC were provided in modification P00006.

6. As consideration for reducing the quantity of adapters from three to one, Fraser Volpe agrees to design and deliver technical drawings for a new adapter as specified in paragraph 3.5.2.1 of the attached revised purchase description.

*** END OF NARRATIVE A011 ***

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Name of Offeror or Contractor: FRASER-VOLPE CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0001AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1240-01-410-7418 NOUN: XM25 STABLIZED BINOCULARS FSCM: 19200 PART NR: 12961237 SECURITY CLASS: Unclassified PRON: W18A0R65M1 PRON AMD: 01 ACRN: AC AMS CD: 3110160330 CUSTOMER ORDER NO: MIPR8M1BRSTABB</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: DS6301 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <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>W52H098260T996</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>006</td> <td>DELETED</td> <td></td> </tr> <tr> <td>007</td> <td>DELETED</td> <td></td> </tr> <tr> <td>008</td> <td>DELETED</td> <td></td> </tr> <tr> <td>009</td> <td>52</td> <td>30-DEC-1999</td> </tr> <tr> <td>010</td> <td>100</td> <td>31-MAR-2000</td> </tr> <tr> <td>011</td> <td>106</td> <td>28-APR-2000</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H098260T996	Y00000	M		2	DEL REL CD	QUANTITY	DEL DATE	006	DELETED		007	DELETED		008	DELETED		009	52	30-DEC-1999	010	100	31-MAR-2000	011	106	28-APR-2000	258	EA	\$ 4,646.00000	\$ 1,198,668.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																	
001	W52H098260T996	Y00000	M		2																																	
DEL REL CD	QUANTITY	DEL DATE																																				
006	DELETED																																					
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009	52	30-DEC-1999																																				
010	100	31-MAR-2000																																				
011	106	28-APR-2000																																				
0001AD	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1240-01-410-7418 NOUN: XM 25 STABLIZED BINOCULARS FSCM: 19200 PART NR: 12961237 SECURITY CLASS: Unclassified PRON: W19A0R64M1 PRON AMD: 02 ACRN: AE AMS CD: 31100330 CUSTOMER ORDER NO: MIPR9M1BRSBINO</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>	755	EA	\$ 4,425.00000	\$ 3,340,875.00																																	

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Name of Offeror or Contractor: FRASER-VOLPE CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0005AA	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: M25 BINO SPARE PARTS SECURITY CLASS: Unclassified PRON: M191S366M1 PRON AMD: 05 ACRN: AD AMS CD: 070011LC13A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-MAR-2000</td> </tr> </table> <p>\$ 99,009.85</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAR-2000				\$ 99,009.85
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-MAR-2000												
0007AA	<p><u>POWER ADAPTER DRAWINGS</u></p> <p>SECURITY CLASS: Unclassified The contractor shall design and delivery technical drawings for a new adapter as specified in Attachment 002, Revised purchase description.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>													

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Name of Offeror or Contractor: FRASER-VOLPE CORP

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AD 31100330	W19A0R64M1	AE 2	\$ 3,340,875.00	\$ 0.00	\$ 3,340,875.00
			NET CHANGE	\$ 0.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 912035000096N6N3053258793100 S180019A0R64	W52H09	\$ 0.00
			NET CHANGE	\$ 0.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 5,339,652.85	\$ 0.00	\$ 5,339,652.85

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Name of Offeror or Contractor: FRASER-VOLPE CORP

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	CHANGED 52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of this modification through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

This clause applies to clin 0003AA. Orders for this service will be issued via a contract modification.

(IF6155)

I-2	CHANGED 52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

Any order for a single item in excess of Repair of 100 Binoculars;

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

This clause applies to clin 0003AA.

(IF6029)

I-3	CHANGED 52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last delivery of repairable returned within the period of the contract.

(End of clause)

This clause applies to clin 0003AA.

(IF6031)

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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 002	WARRANTY PROVISION		001	
Attachment 003	PURCHASE DESCRIPTION BINOCULAR: STABILIZED	22-DEC-99	027	