

2. Amendment/Modification No. P00003	3. Effective Date 2000JAN15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-B CHERYL CALLISON (309) 782-4843 ROCK ISLAND IL 61299-7630 EMAIL: CALLISONC@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMC BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	Code	S2206A
			SCD C PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) COMPUTER OPTICS INC 120 DERRY ROAD HUDSON NH 03051-3712 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. DAAE20-98-C-0059
	<input type="checkbox"/>	10B. Dated (See Item 13) 1998MAR12
Code 32339 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: AA NET INCREASE: \$24,741.10

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 checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 33.210 and 43.103(a)(3)	
<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) MARY IDLEWINE IDLEWINEM@RIA.ARMY.MIL (309) 782-4837		
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	Page 2 of 4
	PIIN/SIIN DAAE20-98-C-0059 MOD/AMD P00003	

Name of Offeror or Contractor: COMPUTER OPTICS INC

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to provide settlement of the Contractor's request for equitable adjustment dated April 19, 1999, and the settlement of Contractor's appeal, ASBCA No.52437.

1. As the result of negotiations, the Government agrees that it will pay and the Contractor agrees that it will accept the sum of \$24,741.10 as consideration for the complete resolution of all issues presented in the Contractor's request for equitable adjustment and in Contractor's appeal, ASBCA No. 52437. The Contractor has already notified the ASBCA of this agreed upon \$24,741.10 monetary settlement in its letter dated December 21, 1999.
2. The Contractor consents to the dismissal with prejudice of ASBCA No. 52437 and further agrees to request such dismissal, if such dismissal has not already been requested, in writing within 10 days of the execution of this modification.
3. This settlement agreement shall be deemed to include any and all claims arising under or related to Contract No. DAAE20-98-C-0059 and ASBCA No. 52437; and for all attorney's fees and other costs, whether or not incurred for litigation preparation or settlement arising under or related to Contract No. DAAE20-98-C-0059 and ASBCA No.52437;and for interest arising under or related to Contract No. DAAE20-98-C-0059 and ASBCA No. 52437.
4. The Contractor remises, releases, and discharges the Government, its officers, agents and employees of and from all liabilities, obligations, claims, appeals, and demands which it now has or hereafter may have, whether known or unknown, administrative or judicial, legal or equitable, arising out of or in any way related to Contract No. DAAE20-98-C-0059 and ASBCA No. 52437.
5. The Contracting Officer, to the extent permitted by law, remises, releases, and discharges the Contractor, its officers, agents and employees of and from all liabilities, obligations, claims, appeals, and demands which it now has or hereafter may have, whether known or unknown, administrative or judicial, legal or equitable, arising out of or in any way related to Contract No. DAAE20-98-C-0059 and ASBCA No. 52437.
6. The settlement of this appeal does not constitute an admission of liability on the part of either the Government or the Contractor, but rather constitutes a negotiated settlement between the parties.
7. Based upon this settlement agreement modification, the total contract price is increased by \$24,741.10 from \$149,040.00 to 173,781.10.
8. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A006 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-98-C-0059 MOD/AMD P00003

Name of Offeror or Contractor: COMPUTER OPTICS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: EYEPIECE ASSY SECURITY CLASS: Unclassified PRON: M101A478M1 PRON AMD: 01 ACRN: AA AMS CD: 060011</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-JAN-2000</p> <p style="text-align: right;">\$ 24,741.10</p>				<p>\$ 24,741.10</p>

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN DAAE20-98-C-0059

MOD/AMD P00003

Name of Offeror or Contractor: COMPUTER OPTICS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN	JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0002AC	M101A478M1 060011	AA	2	\$ 0.00	\$ 24,741.10	\$ 24,741.10
				NET CHANGE	\$ 24,741.10	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	\$ 24,741.10
				NET CHANGE \$ 24,741.10

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 149,040.00	\$ 24,741.10	\$ 173,781.10