

2. Amendment/Modification No. P00001	3. Effective Date 2000FEB11	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAW-A JUDY BECHTLER-HOLZER (309) 782-8530 ROCK ISLAND IL 61299-7630 EMAIL: BECHTLER-HOLZERJ@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMC CHICAGO P O BOX 66911 CHICAGO IL 60666-0911	Code	S1403A
			SCD B	PAS NONE	ADP PT SC1002

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MARATHON TECHNOLOGIES INC 800 NICHOLAS BOULEVARD ELK GROVE VILLAGE IL 60007 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. DAAE20-99-C-0106
	<input type="checkbox"/>	10B. Dated (See Item 13) 1999SEP14
Code 4Y985	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)
NO CHANGE TO OBLIGATION DATA

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:	
<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) MARILYN E STRIETER STRIETERM@RIA.ARMY.MIL (309) 782-3425		
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 6****PIIN/SIIN** DAAE20-99-C-0106**MOD/AMD** P00001**Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO:

1. PROVIDE CYLINDER ASSEMBLY, ACTUATING, LINEAR, P/N 11674160, NSN 3040-00-522-0409 (AS A REPLACEMENT FOR P/N 7971087 AS GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT.

AS A RESULT, THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED INTO THE CONTRACT:

GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT, MAR/1988, 52.245-4577 TACOM-RI

F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY, APR/1984, 52.247-55

GOVERNMENT-FURNISHED PROPERTY (SHORT FORM), APR/1984, 52.245-4

GOVERNMENT PROPERTY FURNISHED (AS IS), APR/1984, 52.245-19

REPORTS OF GOVERNMENT PROPERTY, MAY/1994, 252.245-7001 DFARS

2. REVISE THE DELIVERY SCHEDULE AS FOLLOWS:

FROM	TO
52EA - 14-FEB-2000	52EA - 31-JUL-2000
50EA - 16-MAR-2000	50EA - 31-AUG-2000
53EA - 15-APR-2000	53EA - 29-SEP-2000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-99-C-0106 MOD/AMD P00001

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 4820-00-332-0072 NOUN: VALVE, LINEAR, DIRECT FSCM: 19207 PART NR: 7973512 SECURITY CLASS: Unclassified PRON: M191A779M1 PRON AMD: 05 ACRN: AA AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <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>W52H099162H908</td> <td>W25G1U</td> <td>J</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>001</td> <td>52</td> <td>31-JUL-2000</td> </tr> <tr> <td>002</td> <td>50</td> <td>31-AUG-2000</td> </tr> <tr> <td>003</td> <td>53</td> <td>29-SEP-2000</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H099162H908	W25G1U	J		2	DEL REL CD	QUANTITY	DEL DATE	001	52	31-JUL-2000	002	50	31-AUG-2000	003	53	29-SEP-2000	155	EA	\$ 948.50000	\$ 147,017.50
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003	53	29-SEP-2000																											

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	CHANGED	52.245-4577 TACOM-RI	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Stock Number	Quantity	Cost	Unit of Each Issue
CYLINDER ASSY, ACTUATING, LINEAR	3040-00-522-0409	1EA	\$8,462.00	1EA

b. Estimated Weight: 85.8 pounds.

c. Cube: 1.082 cu. ft.

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CAW-A, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

CONTINUATION SHEET

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	ADDED	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 6****PIIN/SIIN** DAAE20-99-C-0106**MOD/AMD** P00001**Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC

SECTION I - CONTRACT CLAUSES

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	ADDED	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-2	ADDED	52.245-19	GOVERNMENT PROPERTY FURNISHED ["]AS IS["]	APR/1984
I-3	ADDED	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994