

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	15
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 06-Mar-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		CODE M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN: GGOW APO AE 09096 WESBADEN GERMANY GERMANY 09096		CODE SGR18A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004	
			X	10B. DATED (SEE ITEM 13) 06-Mar-2006	
CODE C5393		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer 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 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: schuckm06952 The purpose of this modification is to make corrections and modifications to the original contract award automated document based on results of the Post Award Conference held 26 April 2006. Billings for SubCLINs 0100AA and 0101 should be billed as ACRNAA.					
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 L. SCHUCK / CONTRACT SPECIALIST TEL: 703-432-4072 EMAIL: schuckml@mcsc.usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Mary L. Schuck</i>		09-May-2006
			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

SUBCLIN 0100AA:

Funding on SUBCLIN 0100AA is corrected as follows:

ACRN: AD

CIN: M9545006RC620520100AA

Acctng Data: 17611092095 310 67854 067443 2D 209503

Increase: (b) (4)

Total: (b) (4)

Cost Code: 00006RC62052

CLIN 0101:

Funding on CLIN 0101 is corrected as follows:

ACRN: AD

CIN: M9545006RC620520101

Acctng Data: 17611092095 310 67854 0 067443 2D 209503

Increase: (b) (4)

Total: (b) (4)

Cost Code: 00006RC62052

The following have been modified:

SECTION F: DELIVERIES AND PERFORMANCE

F-1 THIS SOLICITATION/CONTRACT INCORPORATES THE FOLLOWING REQUIRED CONTRACT CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.

FAR NUMBER	TITLE	DATE
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52.247-29

F.O.B. Destination* JUN 1988

* Refer to Section E.

F-2 Delivery Terms

Deliveries shall be made on F.O.B. terms as indicated herein:

Note: DDP to required Destination - Lasers should be signed off at Origin (DCMA signs the DD 250). Contractor to be responsible for the shipping cost to the units (1st Tanks (29 Palms, CA), 2nd Tanks (Camp Lejeune), etc). All shipping locations are within the Continental US.

SECTION F - DELIVERIES AND PERFORMANCE			
ITEM	QTY/ UNIT	DESTINATION	DELIVERY DATE/PERIOD OF PERFORMANCE
0100	In accordance with Delivery Order	DDP to required Destination In accordance with Delivery Order	Starting 15 mos ARO with approx 15 delivered per month
0100AA	100 EACH	DDP to required Destination In accordance with Delivery Order Destination: ANNISTON ARMY DEPOT 7 FRANKFORD AVE BLDG 513 ANNISTON, AL 36201 ATT: JOHN JAASKELAINEN 256-454-1145 MARK: DO NOT PICK UP TO STOCK RECORDS	Starting 15 mos ARO with approx 15 delivered per month
0101	Per DD Form 1423	Per DD Form	Per DD Form 1423
OPTION 0102	In accordance with Delivery Order	DDP to required Destination In accordance with Delivery Order	12 mos ARO
OPTION 0103	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0200	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0201	1,000 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0300	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0301	1,500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0400	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0401	1,500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option

[END OF SECTION]

SECTION G

G.1 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on the contract award document. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

The Accounting Classification Reference Numbers (ACRN) assigned by Marine Corps Systems Command shall be used in applicable contract modifications issued by the cognizant contract administration office. If the Marine Corps Systems Command assigns no ACRN, the contract administration office may assign an alphanumeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

Defense Finance and Accounting Service (DFAS) shall make payments by sequential ACRN. No prorated payments across ACRNs shall be made.

Accounting and Appropriation for this contract is as follows:

CLIN 0100AA

ACRN AD - 1761109 2095 310 67854 067443 2D 209503 00006RC62052 - (b) (4)

CLIN 0101

ACRN AD - 1761109 2095 310 67854 067443 2D 209503 00006RC62052 - (b) (4)

G.2 CONTRACTING OFFICE POINT OF CONTACT

The purchase office point of contact for this procurement is:

Commander
Attn CTQ-MLS (Mary Lee Schuck)
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-5010
Marylee.schuck@usmc.mil

G.3 DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)

The Administrative Contracting Officer (ACO) is as listed below:

DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH
CMR 410, BOX 765 ATTN:GG0W APO AE 09096
WIESBADEN GERMANY
GERMANY 09096

G.4 ADDRESS OF PAYMENT OFFICE

Defense Finance Accounting Services
West Entitlement
P.O. Box 18321

Columbus, OH 43218-3218

G.5 REMITTANCE ADDRESS

If Block 15C of the Standard Form 33 is checked, payment shall be made by the Government as follows:

(Name)

(Address)

(City, State, Zip)

OR

The address to which Electronic Funds Transfer (EFT) payments should be made by the Government is as follows:

(Contractor to fill in)

G.6 INVOICES:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS.

IN COMPLIANCE WITH DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MARCH 2003)", THE UNITED STATES MARINE CORPS (USMC) UTILIZES WAWF-RA TO ELECTRONICALLY PROCESS VENDOR REQUESTS FOR PAYMENT. THE CONTRACTOR IS REQUIRED TO UTILIZE THIS SYSTEM WHEN PROCESSING INVOICES AND RECEIVING REPORTS UNDER THIS CONTRACT - UNLESS THE PROVISION AT DFARS 252.232-7003(C) APPLIES. THE CONTRACTOR SHALL (I) REGISTER TO USE WAWF-RA AT <HTTPS://RMB.OGDEN.DISA.MIL> AND (II) ENSURE AN ELECTRONIC BUSINESS POINT OF CONTACT IS DESIGNATED IN THE CENTRAL CONTRACTOR REGISTRATION AT <HTTP://WWW.CCR.GOV>, WITHIN TEN (10) DAYS AFTER AWARD OF THE CONTRACT OR MODIFICATION INCORPORATING WAWF-RA INTO THE CONTRACT. THE USMC WAWF-RA POINT OF CONTACT FOR THIS CONTRACT IS BARRY OGLESBY AND CAN BE REACHED BY PHONE AT 703-432-4370 OR VIA EMAIL AT BARRY.OGLESBY@USMC.MIL

THE CONTRACTOR IS DIRECTED TO USE THE "2 -IN-1" FORMAT WHEN PROCESSING INVOICES AND RECEIVING REPORTS. FOR ALL REQUIREMENTS, THE CONTRACTOR SHALL USE THE MARINE CORPS SYSTEMS COMMAND DODAAC AND EXTENSION PG14 (I.E., M67854PG14) AS THE DODAAC FOR ALL SHIPPING ADDRESSES.

b. If an exception in Para a above applies, the contractor shall submit invoices to the following address for certification and forwarding to DFAS for payment:

Commanding General
Marine Corps Systems Command
Attn: PM-TANKS, Maj David Bardorf, USMC
2200 Lester Street
Quantico, VA 22134

The Marine Corps activity receiving the contracted supplies / services shall forward a receiving / acceptance report to DFAS Columbus, OH.

G.7 POST AWARD ORIENTATION CONFERENCE

The Government may conduct a post-award orientation conference after contract award with representation by the contractor, cognizant Contract Administration Office, and U.S. Marine Corps representatives. It is anticipated that the conference will be held at the Government's facility that is designated for the M1A1 Eye Safe Laser Rangefinder efforts. The contractor shall brief its business plan, program schedule, program management and organization.

SECTION J SECTION J: LIST OF ATTACHMENTS

Attachment (A): Statement of Work

Attachment (B) : Performance Specification for the United States Marine Corps M1A1
Tank Eyesafe Laser Rangefinder

Annex A - Nuclear, Biological and Chemical (NBC) Contamination Survivability
Criteria

Attachment (C) : Contract Data Requirements List (CDRLs)

SECTION I - CONTRACT CLAUSES

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

- 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002)).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

The following included by reference have been revised:

252.225-7016 Restriction On Acquisition Of Ball and Roller Bearings JUN 2005

The following included by full text have been revised:

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- ___(4) [Removed].
- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9; Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 09-May-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		CODE M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN: GG0W APO AE 09096 WESBADEN GERMANY GERMANY 09096		CODE SGR18A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004	
			X	10B. DATED (SEE ITEM 13) 06-Mar-2006	
CODE C5393		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: schuckm06974 To correct ACRN information in Section B, Supplies and Services inadvertently mistated in Summary of Changes in P00001. ACRN for CLINS 0100AA and 0101 should be ACRN AA and billed against ACRN AA.					
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 L SCHUCK / CONTRACT SPECIALST TEL: 703-432-4072 EMAIL: schuckml@mcsc.usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY <i>Mary L Schuck</i> (Signature of Contracting Officer)		09-May-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
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FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 17-Jul-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO VA 22134	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA SOUTHERN EUROPE (GERMANY) CMR 410 BOX 761 ATTN: MS. LINDA MURPHY APO AE 09096-0761		CODE	SGR18A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004	
			X	10B. DATED (SEE ITEM 13) 06-Mar-2006	
CODE C5393	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(a) By completing Items 8 and 15, and returning _____ 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1 Changes Fixed Price				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: baileym072402 The purpose of this modification is to procure forty-three (43) M1A1 FEP Eyesafe Laser Rangefinder Training Devices under SubCLIN 0100AH. The period of performance for this procurement shall be from the date of award through 10 months.					
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 L. SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Mary Lee Schuck</i> (Signature of Contracting Officer)		16C. DATE SIGNED 17-Jul-2007	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0100AH is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100AH	M1A1 FEP Eyesafe Laser Rangfinders FFP M1A1 FEP Eyesafe Laser Rangefinder Training Devices. The devices will refurbish gunnery training devices for training and materials at the Armor School and Master Gunner Schools. FOB: Destination SHIP VIA: Best Way (Shippers Option)	43	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AG
CIN: 00000000M9545007RC721760100AH

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4)

SUBCLIN 0100AH:
Funding on SUBCLIN 0100AH is initiated as follows:

ACRN: AG
CIN: 00000000M9545007RC721760100AH
Acctng Data: 17711092095 310 67854 067443 2D 2095S9
Increase: (b) (4)

Total: (b) (4)

Cost Code: 00007RC72176

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0100AH:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
10 mths. ADC	43	ANNISTON ARMY DEPOT JOHN JAASKELAINEN 7 FRANKFORD AVE BLDG 134 (DO NOT PICK UP TO STOCK RECORD) ANNISTON AL 36201 256-454-1145 FOB: Destination	W31G1Y

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0100AH:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 28-Dec-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND CTQ 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN: GG0W/APO AE 09096 WESBADEN GERMANY GERMANY 09096		CODE SGR18A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004		
			X 10B. DATED (SEE ITEM 13) 06-Mar-2006		
CODE C5393	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer 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 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) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:					
X D. OTHER (Specify type of modification and authority) IAW FAR 43.103(a) and Mutual Agreement of both parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: schuckm07571 The purpose of this modification is to procure twenty-two (22) each M1A1 Eyesafe Laser Rangefinder Training devices and to incorporate a Delivery Schedule for CLINs 0100AA, 0100AB and 0100AC as Attachment 1 to Section F, Deliveries and Performance under this contract Modification.					
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 L. SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Mary Lee Schuck</i>		16C. DATE SIGNED 18-Jan-2007	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

(b) (4)

SUBCLIN 0100AD:

Funding on SUBCLIN 0100AD is initiated as follows:

ACRN: AF

CIN: M6785407RCAC3710100AD

Acctng Data: 177110627A0 260 67854 067443 2D M67854

Increase (b) (4)

Total: (b) (4)

Cost Code: 00007RCAC371

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0100AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-DEC-2006	250	ANNISTON ARMY DEPOT JOHN JAASKELAINEN 7 FRANKFORD AVE BLDG 134 (DO NOT PICK UP TO STOCK RECORD) ANNISTON AL 36201 256-454-1145 FOB: Destination	W31G1Y

The following Delivery Schedule item has been added to SUBCLIN 0100AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

28-FEB-2008

22

ANNISTON ARMY DEPOT

W31G1Y

JOHN JAASKELAINEN

7 FRANKFORD AVE

BLDG 134

(DO NOT PICK UP TO STOCK RECORD)

ANNISTON AL 36201

256-454-1145

FOB: Destination

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0100AD:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Origin

Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 16-Nov-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)	
6. ISSUED BY CODE COMMANDER, MARINE CORPS SYSTEMS COMMAND CONTRACTING OFFICER (CODE CTO6MLS) 2200 LESTER STREET QUANTICO VA 22134-6060	M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN:GGOW APO AE 09096 WESBADEN GERMANY GERMANY 09096		CODE SGR18A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004	
			X	10B. DATED (SEE ITEM 13) 06-Mar-2006	
CODE C5393	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer 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 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: schuckm07290 The purpose of this modification is to establish and fund the new SubCLIN 0100AC for the purchase of 250 each, Eyesafe Laser Rangefinders in accordance with Section C of the contract and to make administrative changes to add internal government reporting codes.					
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 L. SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Mary Lee Schuck</i> (Signature of Contracting Officer)		16C. DATE SIGNED 17-Nov-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] (b) (4)
The 'issued by' organization has changed from
MARINE CORPS SYSTEM COMMAND
2200 LESTER STREET
ATTN: CODE SGM026-14SSS
QUANTICO VA 22134-6050
to
MARCORSYSCOM CT
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
ATTN: CODE SGM026-14TEB
QUANTICO VA 22134

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] (b) (4)
from [REDACTED] (b) (4)

SUBCLIN 0100AC:

Funding on SUBCLIN 0100AC is initiated as follows:

ACRN: AE

CIN: 000000000M9545007RC720200100AC

Acctng Data: 17711092095 310 67854 067443 2D 209503

Increase: [REDACTED] (b) (4)

Total: [REDACTED] (b) (4)

Cost Code: 00007RC72020

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0100AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Destination	Government

The following Technical Office was added for SUBCLIN 0100AC:

PG14 PM TANKS
 JAMES K. SHAFFER
 COMMANDING GENERAL, MARCORSYSCOM 2200 LES
 QUANTICO VA 22134

The following have been modified:

SECTION F

SECTION F: DELIVERIES AND PERFORMANCE

F-1 THIS SOLICITATION/CONTRACT INCORPORATES THE FOLLOWING REQUIRED CONTRACT CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.

FAR NUMBER	TITLE	DATE
52.247-29	F.O.B. Destination*	JUN 1988

* Refer to Section E.

F-2 Delivery Terms

Deliveries shall be made on F.O.B. terms as indicated herein:

Note: DDP to required Destination - Lasers should be signed off at Origin (DCMA signs the DD 250). Contractor to be responsible for the shipping cost to the units (1st Tanks (29 Palms, CA), 2nd Tanks (Camp Lejeune), etc). All shipping locations are within the Continental US.

SECTION F – DELIVERIES AND PERFORMANCE			
ITEM	QTY/ UNIT	DESTINATION	DELIVERY DATE/PERIOD OF PERFORMANCE
0100	In accordance with Delivery Order	DDP to required Destination In accordance with Delivery Order	Starting 15 mos ARO with approx 15 delivered per month
0100AA	100 EACH	DDP to required Destination In accordance with Delivery Order Destination: ANNISTON ARMY DEPOT 7 FRANKFORD AVE BLDG 513 ANNISTON, AL 36201 ATT: JOHN JAASKELAINEN 256-454-1145 MARK: DO NOT PICK UP TO STOCK RECORDS	Starting 15 mos ARO with approx 15 delivered per month
0100AB	100 EACH	DDP to required Destination In accordance with Delivery Order Destination: ANNISTON ARMY DEPOT 7 FRANKFORD AVE BLDG 513	Starting 15 mos ARO with approx 15 delivered per month (Subject to Change)

		ANNISTON, AL 36201 ATT: JOHN JAASKELAINEN 256-454-1145 MARK: DO NOT PICK UP TO STOCK RECORDS	
--	--	--	--

0100AC	250 EACH	DDP to required Destination In accordance with Delivery Order Destination: ANNISTON ARMY DEPOT 7 FRANKFORD AVE. BLDG 513 ANNISTON, AL 36201 ATT: JOHN JAASKELAINEN 256-454-1145 MARK: DO NOT PICK UP TO STOCK RECORDS	Starting 10 mos ARO with approx 20 delivered per month (Subject to Change)
0101	Per DD Form 1423	Per DD Form	Per DD Form 1423
OPTION 0102	In accordance with Delivery Order	DDP to required Destination In accordance with Delivery Order	12 mos ARO
OPTION 0103	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0200	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0201	1,000 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0300	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0301	1,500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0400	500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option
OPTION 0401	1,500 hours	F.O.B. Destination In accordance with Delivery Order	For a period of 12 months after exercise of option

[END OF SECTION]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 8
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 08-Nov-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN:GG0W APO AE 09096 WESBADEN GERMANY GERMANY 09096		CODE SGR18A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004	
			X 10B. DATED (SEE ITEM 13) 06-Mar-2006	
CODE C5393	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(a) By completing Items 8 and 15, and returning _____ 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3), Mutual Agreement of the Parties.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: siddiq0718 The purpose of this modification is to: (1) Incorporate a Performance-Based Payment (PBP) Schedule as Attachment D in Section J, (2) Add sub-section (c) with instructions for submitting PBP payment requests to paragraph G.6, and (3) Delete FAR Clause 52.232-16, Progress Payments, and add FAR Clause 52.232-32, Performance Based Payments, in Section I. The total contract value remains unchanged as a result of this modification. All other terms and conditions remain unchanged.				
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 L. SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Mary Lee Schuck</i> (Signature of Contracting Officer)	
			16C. DATE SIGNED 16-Nov-2006	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 14th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend

performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

The following have been modified:

SECTION G

Section G - Contract Administration Data

G.1 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on the contract award document. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

The Accounting Classification Reference Numbers (ACRN) assigned by Marine Corps Systems Command shall be used in applicable contract modifications issued by the cognizant contract administration office. If the Marine Corps Systems Command assigns no ACRN, the contract administration office may assign an alphanumeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

Defense Finance and Accounting Service (DFAS) shall make payments by sequential ACRN. No prorated payments across ACRNs shall be made.

Accounting and Appropriation for this contract is as follows:

CLIN 0100AA

ACRN AA - 1761109 2095 310 67854 067443 2D 209503 00006RC62052 - (b) (4)

CLIN 0101

ACRN AA - 1761109 2095 310 67854 067443 2D 209503 00006RC62052 - (b) (4)

G.2 CONTRACTING OFFICE POINT OF CONTACT

The purchase office point of contact for this procurement is:

Commander

Attn CTQ-MLS (Mary Lee Schuck)
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-5010
Marylee.schuck@usmc.mil

G.3 DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)

The Administrative Contracting Officer (ACO) is as listed below:

DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH
CMR 410, BOX 765 ATTN:GG0W APO AE 09096
WIESBADEN GERMANY
GERMANY 09096

G.4 ADDRESS OF PAYMENT OFFICE

Defense Finance Accounting Services
West Entitlement
P.O. Box 18321
Columbus, OH 43218-3218

G.5 REMITTANCE ADDRESS

If Block 15C of the Standard Form 33 is checked, payment shall be made by the Government as follows:

(Name)

(Address)

(City, State, Zip)

OR

The address to which Electronic Funds Transfer (EFT) payments should be made by the Government is as follows:

(Contractor to fill in)

G.6 INVOICES:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS.

IN COMPLIANCE WITH DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MARCH 2003)", THE UNITED STATES MARINE CORPS (USMC) UTILIZES WAWF-RA TO ELECTRONICALLY PROCESS VENDOR REQUESTS FOR PAYMENT. THE CONTRACTOR IS REQUIRED TO UTILIZE THIS SYSTEM WHEN PROCESSING INVOICES AND RECEIVING REPORTS UNDER THIS CONTRACT - UNLESS THE PROVISION AT DFARS 252.232-7003(C) APPLIES. THE CONTRACTOR SHALL (I) REGISTER TO USE WAWF-RA AT <HTTPS://RMB.OGDEN.DISA.MIL> AND (II) ENSURE AN ELECTRONIC BUSINESS POINT OF CONTACT IS DESIGNATED IN THE CENTRAL CONTRACTOR REGISTRATION AT <HTTP://WWW.CCR.GOV>, WITHIN TEN (10) DAYS AFTER AWARD OF THE CONTRACT OR MODIFICATION INCORPORATING WAWF-RA INTO THE CONTRACT. THE

USMC WAWF-RA POINT OF CONTACT FOR THIS CONTRACT IS BARRY OGLESBY AND CAN BE REACHED BY PHONE AT 703-432-4370 OR VIA EMAIL AT BARRY.OGLESBY@USMC.MIL

THE CONTRACTOR IS DIRECTED TO USE THE "2 -IN-1" FORMAT WHEN PROCESSING INVOICES AND RECEIVING REPORTS. FOR ALL REQUIREMENTS, THE CONTRACTOR SHALL USE THE MARINE CORPS SYSTEMS COMMAND DODAAC AND EXTENSION PG14 (I.E., M67854PG14) AS THE DODAAC FOR ALL SHIPPING ADDRESSES.

b. If an exception in Para a above applies, the contractor shall submit invoices to the following address for certification and forwarding to DFAS for payment:

Commanding General
Marine Corps Systems Command
Attn: PM-TANKS, Maj David Bardorf, USMC
2200 Lester Street
Quantico, VA 22134

The Marine Corps activity receiving the contracted supplies / services shall forward a receiving / acceptance report to DFAS Columbus, OH.

c. PERFORMANCE BASED PAYMENTS

The contractor is authorized to submit performance-based payment (PBP) requests for this contract in accordance with the schedule contained in Attachment D, Section J. The PBP Schedule specifies the events at which the contractor can request payment. Upon verification that each event was successfully completed in accordance with the contract requirements, the Government will authorize these payments to be made for the amount specified in the PBP schedule.

The events specified in the schedule are cumulative. Payment will not be made for any event before all prior events have been successfully completed. The contractor shall submit all payment requests in accordance with FAR 52.232-32. Total performance based payments shall not exceed ninety (90) percent of the total contract value. If a contract modification is issued which significantly affects the contract value, the Contracting Officer will adjust the PBP schedule as necessary.

G.7 POST AWARD ORIENTATION CONFERENCE

The Government may conduct a post-award orientation conference after contract award with representation by the contractor, cognizant Contract Administration Office, and U.S. Marine Corps representatives. It is anticipated that the conference will be held at the Government's facility that is designated for the M1A1 Eye Safe Laser Rangefinder efforts. The contractor shall brief its business plan, program schedule, program management and organization.

SECTION J

SECTION J: LIST OF ATTACHMENTS

Attachment (A): Statement of Work

Attachment (B) : Performance Specification for the United States Marine Corps M1A1
Tank Eyesafe Laser Rangefinder

Annex A - Nuclear, Biological and Chemical (NBC) Contamination Survivability
Criteria

Attachment (C) : Contract Data Requirements List (CDRLs)

Attachment (D) : Performance Based Payments (PBP) Schedule

SECTION I – CONTRACT CLAUSES

The following have been deleted:

52.232-16 Progress Payments

APR 2003

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 01-Aug-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN:GG0W APO AE 09096 WIESBADEN GERMANY GERMANY 09096		CODE SGR18A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004	
			X	10B. DATED (SEE ITEM 13) 06-Mar-2006	
CODE C5393	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: schuckm061389 The purpose of this modification is to establish and fund the new SubCLIN 0100AB for the purchase of 100 each eyesafe laser rangefinders.					
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 L. SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Mary Lee Schuck</i>		01-Aug-2006
			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4)

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0100AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0102

The FSC code 1240 has been added.
The PROG code A4A has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)
from (b) (4)

SUBCLIN 0100AB:

Funding on SUBCLIN 0100AB is initiated as follows:

ACRN: AD

CIN: M9545006RC62110

Acctng Data: 17611092061 310 67854 067443 2D 2061SE

Increase: (b) (4)

Total: (b) (4)

Cost Code: 45006RC62110

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0100AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-JUL-2007	100	ANNISTON ARMY DEPOT JOHN JAASKELAINEN 7 FRANKFORD AVE BLDG 134 (DO NOT PICK UP TO STOCK RECORD) ANNISTON AL 36201 256-454-1145 FOB: Destination	W31G1Y

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0100AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Technical Office was added for SUBCLIN 0100AB:

MARCORSYSCOM
JAMES K. SHAFFER
COMMANDING GENERAL, 2200 LESTER STREET
QUANTICO VA 22132-6050

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
			J	1	8		
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 18-Jul-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)			
6. ISSUED BY MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY-SOUTH CMR 410, BOX 765 ATTN:GGOW APO AE 09096 WESBADEN 09096		CODE SGR18A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARL ZEISS OPTRONICS GMBH HARALD RANK CARL-ZEISS-STRASSE 22, 73447 OBERKOCHEN, OBERKOCHEN GERMANY			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6004			
			X	10B. DATED (SEE ITEM 13) 06-Mar-2006			
CODE C5393		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer 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 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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: baileyrm072532 The purpose of this modification is to revise the SOW paragraph 10 Warranty and Non-Warranty repairs to be shipped CONUS to: Inter-Coastal Electronics Inc. 5750 E. McKellips Rd. Bldg 100 Mesa, AZ 85215-274 POC: Bonnie McClure PH 480-981-6898 FX 480-981-6899							
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 L SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)			BY <i>Mary Lee Schuck</i>		18-Jul-2007		
			(Signature of Contracting Officer)				

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0100 -- SUBCLIN 0401AC

The SIC code 3827 has been added.

CLIN 0100

The FSC code 1240 has been added.

The PROG code A4A has been added.

The WSC Equipment code 000 has been added.

The NAICS code 333314 has been added.

The MDAP/MAIS Code 575 has been added.

SUBCLIN 0100AB

The WSC Equipment code 000 has been added.

SUBCLIN 0100AG

The FSC code 1240 has been added.

The PROG code A4A has been added.

The WSC Equipment code 000 has been added.

The NAICS code 333314 has been added.

The MDAP/MAIS Code 575 has been added.

CLIN 0101

The FSC code 1240 has been added.

The PROG code A4A has been added.

The WSC Equipment code 000 has been added.

The NAICS code 333314 has been added.

The MDAP/MAIS Code 575 has been added.

CLIN 0102

The WSC Equipment code 000 has been added.

CLIN 0103

The FSC code 1240 has been added.

The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0103AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0103AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0103AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0105

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0200

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0200AA

The FSC code 1240 has been added.
The PROG code A4A has been added.

The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0200AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0200AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0201

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0201AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0201AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0201AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.

The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0300

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0300AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0300AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0300AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0301

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0301AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.

The MDAP/MAIS Code 575 has been added.

SUBCLIN 0301AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0301AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0400

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0400AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0400AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0400AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

CLIN 0401

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0401AA

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0401AB

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

SUBCLIN 0401AC

The FSC code 1240 has been added.
The PROG code A4A has been added.
The WSC Equipment code 000 has been added.
The NAICS code 333314 has been added.
The MDAP/MAIS Code 575 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0100AH has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
10 mths. ADC	43	ANNISTON ARMY DEPOT JOHN JAASKELAINEN 7 FRANKFORD AVE BLDG 134 (DO NOT PICK UP TO STOCK RECORD) ANNISTON AL 36201 256-454-1145 FOB: Destination	W31G1Y

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
17-MAY-2008	43	ANNISTON ARMY DEPOT JOHN JAASKELAINEN 7 FRANKFORD AVE BLDG 134 (DO NOT PICK UP TO STOCK RECORD) ANNISTON AL 36201 256-454-1145 FOB: Destination	W31G1Y

(End of Summary of Changes)