

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE 1 OF 11 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 0004		3. EFFECTIVE DATE 22 Apr 2026		4. REQUISITION/PURCHASE REQUISITION NUMBER See Continuation Sheet		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT MECH P O BOX 2020, 5450 CARLISLE PIKE MECHANICSBURG, PA 17050-0788 UNITED STATES Mckenzy Harris, Email: mckenzy.s.harris.civ@us.navy.mil Telephone: 7176051368		CODE N00104		7. ADMINISTERED BY (If other than Item 6) SCD: PAS:		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				☒ (X)		9A. AMENDMENT OF SOLICITATION NUMBER N0010426RK022	
				☒ (X)		9B. DATED (SEE ITEM 11) 12 Jan 2026	
				☐		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				☐		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 Section G - Contract Administration Data

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to:
 1. Extend the solicitation closing date to 6/9/2026.
 2. Section I: Add Performance-Based Payment clauses to the solicitation.

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) Lesley Coomes	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Lesley D. Coomes</i> (Signature of Contracting Officer)	16C. DATE SIGNED 22 Apr 2026
(Signature of person authorized to sign)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Section A - Solicitation/Contract Form

The following changes have been made:

INFORMATION	FROM	TO
Response Due Date	07 May 2026	09 Jun 2026

Section I - Contract Clauses

Miscellaneous text in this section has been modified to:

SECTION I

FAR 52.242-2 PRODUCTION PROGRESS REPORTS DD Form 375 OR EQUIVALENT

(a) The contractor shall prepare and submit a Production Progress Report for the following contract items:

"ALL CONTRACT LINE ITEMS"

(b) The report shall be submitted via mailed or emailed on or before the 5th day of each month. The report shall be distributed as set forth in paragraph (c).

(c) The Production Progress Report shall be distributed as follows:

<u>Addressee</u>	<u>No. of Copies</u>
Commanding Officer	1
NAVSUP Weapon Systems Support	
Attn: Code N772	
5450 Carlisle Pike	
P.O. Box 2020	
Mechanicsburg, PA 17055-0788	
See Section H	
Administrative Contracting Officer	1
Block 6 of Standard Form 26	
Officer In Charge	1
NAVSUP AMMUNITION LOGISTICS CENTER	
Attn: Code A122	
5450 Carlisle Pike	
Suite 407N-WS B3	

Mechanicsburg, PA 17055-0735

See Section H

(d) The report shall contain the following information:

- (1) The problem, actual or potential and its cause;
- (2) Items and quantities affected;
- (3) When the delinquency started or will start;
- (4) Action taken to overcome the delinquency;
- (5) Estimated recovery date; and/or
- (6) Proposed schedule revision.

9.308-2(a)(2) and (b)(2), add the following paragraph (j) to the basic clause:

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

ADDITIONAL REQUIREMENT FOR FIRST ARTICLE APPROVAL

NOTE 1: First Articles will not be considered part of the contract production quantity.

NOTE 2: After approval of First Article the contractor shall notify the government of any significant changes regarding their process, equipment, facility and personnel. The government reserves the right to request a new First Article if, during the performance of this contract, the change causes the certification provided to become invalid.

FIRST ARTICLE/PREPRODUCTION: ALL VENDORS (PROVEN OR NOT) ARE REQUIRED TO PERFORM FAT EVERY 5 YEARS.

First article required IAW FAR 9.3/52.209-4/4 and the following:

a. Destructive Testing: YES

1. Sample Size: 2 Samples GOVT Tested IAW 6894520 REV E

2. FAT samples are to be sent to NUWC KPT, 610 Dowell Rd, Keyport, WA 98345.

a. Sample Disposition: Samples Shipped to NUWCDIV KPT following test acceptance Contractor to perform Failure Analysis if Discrepant

b. Acceptance Activity: NUWC NEWPORT, CODE 4523

c. Estimated Days: 360 DAYS)

d. DCMA: NORMAL QA ACTION

e. Inspection Required: COMPAT: XX ENVIR: XX FUNCT: XX EXAM: XX

f. Required in Drawing: YES PER 6894510 REV H 6894520 REV E

g. Test/Inspection Procedure Required: YES Approved: NUWC DIV NEWPORT

h. Test/Inspection Report Required: YES Approved: NUWC DIV NEWPORT

AMPLIFICATIONS:

Inspection and acceptance of the supplies or services to be furnished here under shall be performed by representatives of the Government (normally the Defense Contract Administration Command) at the contractor's or sub-contractor's plant. The cognizant' inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

Additional FAR Clauses Incorporated by Full Text:

52.232-32 Performance-Based Payments (Apr 2012)

(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 *30th day* after receipt of the request for performance-based payment by the designated payment office. 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;

(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 paragraph (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 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 *shall* 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 lost (see [45.101](#)), 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)

Additional DFARS Clauses Incorporated by Full Text:

252.232-7016 Notice of Progress Payments or Performance-Based Payments.

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS [252.232-7015](#) , Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

