

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Fixed Price with EPA - Actual Costs

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2. Amendment/Modification No. 0003	3. Effective Date 2022NOV29	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ARMY CONTRACTING COMMAND - RI JACOB HARRISON ROCK ISLAND, IL 61299-8000  EMAIL: JACOB.T.HARRISON15.CIV@ARMY.MIL	Code W519TC	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W52P1J-19-R-0142
		9B. Dated (See Item 11) 2022SEP30
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		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 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W52P1J-19-R-0142 <b>PIIN/SIIN</b> <span style="float: right;"><b>MOD/AMD</b> 0003</span>	<b>Page</b> 2 <b>of</b> 5
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**Name of Offeror or Contractor:**

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JACOB HARRISON  
Buyer Office Symbol/Telephone Number: CCRI-AB/(309)782-7519  
Type of Contract 1: Fixed Price with EPA - Established Prices  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

W52P1J-19-R-0142 / Amendment 0003

The purpose of this amendment is to incorporate the following changes into solicitation W52P1J-19-R-0142.

1. Revise narrative I0004, Economic Price Adjustment - Escalation, to revise the baseline rate and to clarify the index to be utilized for adjustments.
2. Update Attachments 0022 - Price Matrix - Production and Attachment 0025 - Price Matrix - Production (Indemnified), to unlock cells on row 334 within Range 1.
3. There is no change to the solicitation closing date as a result of this amendment.
4. All other terms and conditions of solicitation W52P1J-19-R-0142 remain in full force and effect.

\*\*\* END OF NARRATIVE A0004 \*\*\*

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

ECONOMIC PRICE ADJUSTMENT - ESCALATION

(a) In accordance with FAR 16.203-4(d), the following EPA applies to the HSAAP solicitation. The EPA baseline and method for adjustments will be calculated in accordance with the narrative described herein.

(1) EPA Baseline: 3.0%

(2) Annual Index: Producer Price Index Commodity Code: FD-49107, Final Demand Less Energy, Unadjusted 12-Month Percent Change (located within PPI Detailed Report for September of each year, table 1).

(3) Prior to the start of each ordering period, in accordance with paragraphs (b) and (c) below, the baseline rate identified in (a)(1) will be compared to the most updated rate identified in the index identified at (a)(2) to determine whether an adjustment will be made for the upcoming ordering period.

(4) The EPA will only apply if there is a change of at least +/- 1.0 percent in the annual escalation rate found at the index (a)(2) from the baseline (a)(1).

(i) To further clarify, if the rate found at (a)(2) for a given year exceeds the baseline established at (a)(1) by more than 1.0%, an upward adjustment will be executed for the upcoming ordering period. Should the rate found at (a)(2) for a given year fall below the baseline established at (a)(1) by more than 1.0%, a downward adjustment will be executed for the upcoming ordering period. Should the rate found at (a)(2) fall within +/- 1.0% of the baseline established at (a)(1), no adjustment will be made.

(5) Offerors are cautioned that the aforementioned escalation rate is a baseline rate only and shall not be utilized for any other procurements.

(6) The baseline rate found at (a)(1) will remain unchanged throughout the life of the contract unless determined otherwise by the Contracting Officer.

(b) No later than 31 October of each year the contractor shall provide its proposal for EPA to the Contracting Officer. The proposal shall include:

(1) Documentation to support the proposed percentage increase/decrease for the index

(2) Adjustments to the unit price of all production items subject to EPA

(c) Promptly after the Contracting Officer receives the proposal under paragraph (a) of this narrative, but no later than 30 November of each year, the Contracting Officer and the contractor shall execute unit price adjustments associated with the upcoming ordering period. Price adjustments will be derived from the change in the escalation rate identified in in paragraph (a)(1). Any EPA, including revised contract unit prices, will be incorporated into the contract.

(d) EPA adjustments will apply to all future quantities ordered under the subsequent ordering period.

(1) The contractor is obligated to hold the agreed to unit prices for the entire ordering period.

(2) The contractor or subcontractor/supplier agrees not to include any risk adjustment or additional profit in the EPA proposal.

(e) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on the product unit price resulting from the actual fluctuation in the index identified in paragraph (a). There shall be no adjustment for:

(i) Projects and other explosives items wherein the materials are based on current market prices;

(ii) Changes in product unit prices based on factors other than escalation

(iii) Associated indirect costs (burden, overhead, G&A, etc.) or profit of the contractor or subcontractor/supplier.

(2) The EPA will only apply if there is a change of at least +/- 1.0 percent in the annual escalation rate from the baseline.

(3) Cumulative EPA adjustments, to include both adjustments for natural gas (narrative I002) and escalation, shall not exceed 10 percent of product unit price. After final execution of unit price adjustments for an ordering period, no further adjustment to the unit prices will be made. There is no percentage limitation on the amount of decreases that may be made under this narrative.

(f) The Contracting Officer may examine the contractor's books, records, and other supporting data relevant to the cost of materials

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shown below until three years after the date of final payment under this contract.

(g) All matrix items are subject to EPA.

(h) EPA Basis of Adjustment:

(1) The basis for each EPA adjustment will be the index rate found at (a)(2) at the time of EPA adjustment minus the baseline escalation rate found at (a)(1). This net percentage must be +/- 1.0%. This net percentage will be multiplied to the product unit price to calculate the total adjustment.

\*\*\*Examples\*\*\*

An example of an upward adjustment is as follows:

Unit price:	\$10.00
Baseline escalation rate:	3.0%
Escalation rate at time of EPA execution:	10.0%
Percentage change: (10% - 3.0%)	7.0%
Unit price adjustment amount: (\$10.00 x 7.0%)	\$ 0.70
Adjusted unit price: (\$10.00 + \$0.70)	\$10.70

An example of a downward adjustment is as follows:

Unit price:	\$10.00
Baseline escalation rate:	3.0%
Escalation rate at time of EPA execution:	1.5%
Percentage change: (1.5% - 3.0%)	-1.5%
Unit price adjustment amount: (\$10.00 x -1.5%)	(\$ 0.15)
Adjusted unit price: (\$10.00 + (\$0.15))	\$ 9.85

An example of a non-adjustment is as follows:

Unit price:	\$10.00
Baseline escalation rate:	3.0%
Escalation rate at time of EPA execution:	2.1%
Percentage change: (2.1% - 3.0%)	-0.9%

Since 0.9% is less than 1.0%, no adjustment is made.

\*\*\* End of examples\*\*\*

(i) In the event the baseline index is substantially altered or discontinued, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of discontinuance or alternation. Failure to reach an agreement shall be subject to the "Disputes" clause of the contract.

\*\*\* END OF NARRATIVE I0004 \*\*\*

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

PIIN/SIIN

W52P1J-19-R-0142

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0022	PRICE MATRIX - PRODUCTION	29-NOV-2022	001	
Attachment 0025	PRICE MATRIX - PRODUCTION (INDEMNIFIED)	29-NOV-2022	001	