

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 9

2. Amendment/Modification No.

P00001

3. Effective Date

2003JAN13

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

TACOM-ROCK ISLAND
AMSTA-LC-CSC-C
BOBBIE STEGALL (309)782-3618
ROCK ISLAND IL 61299-7630

EMAIL: STEGALLB@RIA.ARMY.MIL

Code W52H09

7. Administered By (If other than Item 6)

DCMA PHILADELPHIA
700 ROBBINS AVENUE BLDG 4-A
PO BOX 11427
PHILADELPHIA PA 19111-0427

Code S3915A

SCD B PAS NONE ADP PT SC1012

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

O K TOOL AND DIE CO
603 BLUE BELL RD
WILLIAMSTOWN NJ 08094-0000

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 3L549

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

DAAE20-01-D-0046

10B. Dated (See Item 13)

2001APR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) Payment will be made by Electronic Funds Transfer
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: B

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: _____ **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 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: FAR 43.103(a)(3)

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

Contract Expiration Date: 2005SEP30

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)

JERRY L YOWELL
YOWELLJ@RIA.ARMY.MIL (309)782-6736

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

2003JAN13

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 9**

PIIN/SIIN DAAE20-01-D-0046

MOD/AMD P00001

Name of Offeror or Contractor: O K TOOL AND DIE CO

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this supplemental agreement is to award the following item as an add-on to Contract DAAE20-01-D-0046:

CLIN 0005 Grip, Pistol 1005-01-287-2606 9346489

2. First Article testing is a requirement for the Grip, Pistol. First Article Test Report shall be submitted in accordance with the schedule set forth in Section B - Supplies/Services.

3. As a result of this action, the following clauses are incorporated:

CLAUSE	TITLE	FAR REFERENCE
CS6100	Drawing/Specification	52.210-4501 TACOM-RI
ES7019	Alternatives to Lot Acceptance Sampling (Including SPC)	52.246-4503 TACOM-RI
ES7011	Destructive Testing	52.246-4532 TACOM-RI
ES7012	Rework and Repair of Nonconforming Material	52.246-4528 TACOM-RI
ES6016	First Article Test (Contractor Testing)	52.209-4512 TACOM-RI
IF7116	First Article Approval (Contractor Test)	52.209-3

4. The Pistol Grip Price Evaluation Sheet is hereby incorporated as Attachment 005.

5. All other terms and conditions of Contract DAAE20-01-D-0046 apply.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

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Name of Offeror or Contractor: O K TOOL AND DIE CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 1005-01-287-2606 FSCM: 19200 PART NR: 9346489 SECURITY CLASS: Unclassified</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LEFT PISTOL GRIP</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9346489 REVISION: A DATE: 18-JAN-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129, REV N UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	SEE PRICE EVALUATION SHEET - ATTACHMENT 005 FOR PRICES, QUANTITY RANGES, AND ORDERING PERIODS. DELIVERY SCHEDULE IS 2,800 EACH - 30 DAYS AFTER APPROVAL OF FIRST ARTICLE. SUBSEQUENT ORDERS SHALL BE 90 DAYS AFTER AWARD OF DELIVERY ORDER.			

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Name of Offeror or Contractor: O K TOOL AND DIE CO

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CHANGED	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
APPLIES TO ITEM 0005, GRIP, PISTOL			

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with enclosed Technical Data Package Listings (CD ROM) provided as Attachment 001 to this solicitation.

The Government End Item Technical Data Package (Attachment 002) will be used to buy the items required by this solicitation. For this reason, we are providing the technical data package listings for the items required to be produced under this solicitation.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
SPI 9346489	MIL-B-117	MIL-DTL-117
QAP 9346489	MIL-STD-105 AQL'S	MIL-STD-1916 VL IV FOR MAJOR & MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS
QAP 9346489	ADD DISTRIBUTION STATEMENT "A"	

(CS6100)

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001

APPLIES TO CLIN 0005, GRIP, PISTOL ONLY.

a. The first article shall consist of:

5 EACH PISTOL GRIPS, PART NUMBER 9346489.

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

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Name of Offeror or Contractor: O K TOOL AND DIE CO

E-2 ADDED 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
TACOM-RI PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

E-3 ADDED 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

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(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-4 ADDED 52.246-4532 DESTRUCTIVE TESTING
TACOM-RI

MAY/1994

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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Name of Offeror or Contractor: O K TOOL AND DIE CO

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 ADDED	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____, Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

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

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

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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 005	PRICE EVALUATION SHEET, GRIP, PISTOL	06-DEC-2002	001	
Attachment 006	SPECIAL PACKAGING INSTRUCTION - SPI NO. (AM) P9346489	10-DEC-1998	001	