

2. Amendment/Modification No. P00007	3. Effective Date 2001APR19	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-A TERESA STOTTLEMYRE (309)782-4626 ROCK ISLAND IL 61299-7630 EMAIL: STOTTLEMYRET@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMC ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789	Code	S1103A
			SCD A PAS NONE ADP PT HQ0338		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) F N MANUFACTURING INC 797 CLEMSON ROAD COLUMBIA SC 29229 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE20-00-D-0101
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000SEP05
Code 3S679	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: A

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

<input checked="" type="checkbox"/>	A. This Change Order is Issued Pursuant To: FAR 52.243-1 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

Contract Expiration Date: 2001DEC31

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) KRISTAN A MENDOZA MENDOZAK@RIA.ARMY.MIL (309)782-0243		
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

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Name of Offeror or Contractor: F N MANUFACTURING INC

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to incorporate the warranty clauses entitled "Tailorable Warranty" and "Accountability Instructions for Warranty Repair". These clauses are the same as in contract DAAE20-96-C-0326 for the M249 Machine Gun.
2. The incorporation of these clauses are made at no additional cost.
3. All other terms and conditions remain the same.

*** END OF NARRATIVE A 008 ***

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	52.246-4524 TACOM-RI	TAILORABLE WARRANTY	NOV/1988

1. COST. This warranty reestablishes that the contractor is obligated to deliver supplies which meet contractual requirements and that obligation does not end with acceptance by the Government. Since this warranty does not impose additional requirements on the contractor, it is provided at no cost.

2. DEFINITIONS:

a. "Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies or approves specific services as partial or complete performance of the contract.

b. "Design and Manufacturing Requirements" are defined as those structural and engineering plans and manufacturing particulars, including but not limited to, precise measurements, tolerances, materials, and finished product tests for the system being produced.

c. "Defect," or failure, is any condition or characteristic in any supplies or services furnished under the contract, that is not in compliance with the requirements of the contract.

d. "Supplies" are the production items and each component thereof furnished by the contractor under this contract.

e. "Systemic Failure" is a classification of failures which occurs or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence.

f. "Essential Performance Requirements" are the following performance requirements for which it is essential that the supplies provided under this contract comply:

I. Functioning: The Machine Gun shall operate without malfunctions and not develop any broken, cracked or unserviceable parts that would cause a malfunction of the weapon or impair the safety of the user. Testing shall be as specified in the weapon specification.

II. Head Space: The head space in the assembled weapon shall not be less than 37.95mm nor more than 38.08mm when measured from the 7.663 diameter datum to the face of the bolt cartridge seat. Testing shall be as specified in the weapon specification.

III. Firing Pin Protrusion: The firing pin protrusion, in the assembled weapon, shall be .76mm to 1.12mm. Testing shall be as specified in the weapon specification.

IV. Dispersion and Targeting:

(1) Nine out of ten rounds shall realize a figure of merit height and length (H&L) not exceeding 33cm. No keyholing (projectile yaw exceeding 15 degrees) shall be permitted.

(2) The mean point of impact of nine out of ten round burst shall be within a 20cm by 20cm square. The center of this square shall be 5cm above the point of aim.

V. Cyclic Rate of Fire: The cyclic rate of fire for each machine gun with its main and assigned barrel shall be between 700 and 850 rounds per minute.

3. WARRANTY. Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that the supplies delivered under this contract will:

a. Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in effect at the time of acceptance.

b. Conform to all drawings and specifications and all design and manufacturing requirements as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract.

c. Conform to the performance requirements imposed through other documents cited in the contract such as the TDP, which includes any quality assurance provisions and specifications.

4. DURATION. Warranty coverage shall be in effect for 3 years from the date of the DD250.

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5. LIABILITY.

a. In the event the Government determines during the warranty duration, that supplies delivered under this contract fail to meet the conditions specified in paragraph 3 above, the contractor will, at the election of the Government:

- (1) Promptly take action to correct the failure at no additional cost to the Government; and/or
- (2) Pay costs incurred by the Government in taking such corrective action; and/or
- (3) Accept an equitable reduction in the contract price.

The action to correct the defect may include an acceptable redesign.

b. If the contractor becomes aware of any defect in supplies to meet the warranty prior to notification by the Government, the Contractor shall notify the Government of the defect.

c. When items covered under this clause are returned to the contractor pursuant to this clause, the contractor will bear all transportation costs associated with the return of the items to the contractor's plant (not to exceed the cost to return the item from the original destination) and all costs associated with their return to the original destination. The contractor will bear all responsibility for the supplies while in transit.

6. SYSTEMIC FAILURE LIABILITY. In addition to the liability of paragraph 5 above, claims for correction of a systemic failure shall be invoked by the Contracting Officer giving written notice to the contractor that a systemic failure exists in supplies delivered under this contract. Corrective action must address the entire contract quantity. If the systemic failure is determined to be the result of a design deficiency, redesign must be considered.

N/A

N/A

7. MARKING AND PACKING OF WARRANTED SUPPLIES.

a. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

b. The Contract Line Items and components listed below shall be identified and marked with respect to warranty requirements, and manufacturer's identification, in accordance with the warranty and manufacturer's identification marking requirements of MIL-STD-129, "Marking for Shipments and Storage" and MIL-STD-130, "Identification Marking of US Military Property." The method of applying the marking must be acceptable to the Contracting Officer. The applicable Contract Line Items and components are the following: N/A.

8. EXCEPTIONS.

a. The prime contractor shall not be required to provide the warranties specified in paragraph 3 above on any property furnished to that contractor by the Government except for (1) defects in installation, (2) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property, or (3) modifications made to the property by the prime contractor or a subcontractor thereof.

N/A

9. DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. This clause shall not be construed as obligating the Government to increase the contract price. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes."

10. DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of performance under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule or period of performance as a result of correction of defects.

11. REPLACED OR REPAIRED SUPPLIES. Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these supplies or parts shall expire at the same time as the warranty for the parts which they replace. These warranties will not, in any way be voided by any Government performed repair, accomplished in accordance with standard Military Service maintenance procedures, or any supply, or component thereof, covered by these warranties.

N/A

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(End of Clause)

(IS6030)

I-2 ADDED 52.246-4525 ACCOUNTABILITY INSTRUCTIONS FOR WARRANTY REPAIR SEP/1990
TACOM-RI

a. APPLICABILITY. This clause is only applicable if supplies have been delivered to the Government which are not in accordance with the terms of the contract and the warranty has been invoked. Since the reports cited in the clause are only required to be provided to the Government when the warranty is invoked, there is no additional cost as a result of these reports.

b. RETENTION OF ACCOUNTABILITY FOR GOVERNMENT ASSETS BEING REPAIRED UNDER WARRANTY. The Contractor shall maintain custodial inventory records of assets for which the Government is accountable to enable calculation of an inventory balance by NSN. Cited data item descriptions provide transaction reporting necessary for accurate physical and fiscal accounting for materiel in the Contractor's possession.

c. MATERIEL RECEIPT BY CONTRACTOR. (1) REPORTING OF RECEIPTS. The Contractor shall receive assets from the Government and shall perform an inspection and inventory within the time specified by the DD Form 1423. Assets received shall be reported in accordance with DD Form 1423. Reporting data may be obtained from DD Form 1348-A accompanying the receipt, from other documentation provided, or the contracting officer.

(2) DOCUMENT NUMBER. If assets are received with document number other than "W52H09----9---", contact addressee in paragraph (c)(1), for assignment of document number prior to induction for repair.

(3) DISCREPANCY REPORTING. Discrepancies shall be distinguished and reported by the Contractor in accordance with the DD Form 1423 as one of the following:

(i) Transportation type discrepancy: This discrepancy is evident when materiel received disagrees with the condition, quantity, or type from that property described in the bill of lading or other transportation document.

(ii) Shipping type discrepancy: This discrepancy is evident when freight is opened and the contents do not agree with the supply shipping documents.

d. SHIPMENT OF REPAIRED ITEMS. (1) SHIPMENT DOCUMENTATION. The Contractor shall use DD Form 1348-1, DOD Single Line Item Release/Receipt Document, for return of materiel. The return instructions must be complied with, unless other modifying instructions are authorized by the Contracting Officer. Copies of all DD Forms 1348-1 shall be mailed to the addressee in paragraph (c)(1). DD Forms 1348-1 of repaired assets shall contain the serial number and the following annotation: "Pick up to B14 records, condition code A, via D6M."

(2) ITEMS NOT COVERED UNDER WARRANTY PROVISIONS. Disposition instructions shall be provided for assets which are received by the Contractor and, subsequently determined not to be applicable under the warranty clause of this contract by the Contracting Officer.

e. REPORT OF BALANCE AND/OR PHYSICAL INVENTORY COUNT. (1) BALANCE BY NSN. In accordance with the DD Form 1423 the Contractor shall report to the Government (Assigned Supply Distribution Activity (ASDA) or Management Control Activity (MCA)) an NSN balance by contract in accordance with DD Form 1423.

(2) DISCREPANCIES. Should the balance reported differ from computed balance maintained by the Government, report specified in DD Form 1423 shall be utilized to provide results of the physical count directed by the contract administration officer.

(i) Gains resulting from subtracting the quantity recorded on the Government records from the quantity physically inventoried will be posted to Government records via adjustment report by Tank, Automotive and Armament Command, (TACOM), Rock Island (RI).

(ii) Losses resulting from subtracting the quantity physically inventoried from the quantity recorded in the Government records are subject to report of survey process. The Contracting Officer will effect a finding and the subsequent determination will be included in the report of survey. The Contractor will be liable for any losses as determined by the Government's records.

(3) APPOINTING AND APPROVING AUTHORITY. The appointing and approving authority will be the Director of the TACOM-RI or authorized designee.

(End of clause)

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(IS7550)