

2. Amendment/Modification No. P00006	3. Effective Date 2000JUN22	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAW-A MARILYN WILLIAMSON (309) 782-5108 ROCK ISLAND IL 61299-7630  EMAIL: WILLIAMSONM@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMC DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	Code	S4402A
			SCD A PAS NONE ADP PT HQ0338		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 850 NO DOROTHY DR #510 RICHARDSON TX 75081-2705  TYPE BUSINESS: Other Small 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. DAAE20-98-C-0065
	<input type="checkbox"/>	10B. Dated (See Item 13) 1998MAR31
Code 0BK64	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)  
SEE SECTION G

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

KIND MOD CODE: C

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 checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 43.103(a)(3)	
<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) CINDY PETERMAN PETERMANC@RIA.ARMY.MIL (309) 782-4634		
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ (Signature of Contracting Officer)	16C. Date Signed

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 8****PIIN/SIIN** DAAE20-98-C-0065**MOD/AMD** P00006**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

## 1. THE PURPOSE OF THIS MODIFICATION IS TO:

a. DECREASE CLIN 0001AE BY A QUANTITY OF 520 EACH AND ESTABLISH CLIN 0001AF FOR A QUANTITY OF 520 EACH, TO INCORPORATE ENGINEERING CHANGE PROPOSAL H9T2031R1 IN THE AMOUNT OF \$82,607.20. THE UNIT PRICE FOR CLIN 0001AF IS \$1,142.86. AS A RESULT OF INCORPORATION OF THE ECP, THE PART NUMBER AND NSN FOR CLIN 0001AF IS AS FOLLOWS: PART NUMBER: 12960957-2; NSN: 1240-01-475-0276. THE NEGOTIATION ALSO INCLUDED POSSIBLE FUTURE COST OF \$43,452.50 FOR INCORPORATION OF THE ENGINEERING CHANGE PROPOSAL INTO AN OPTION QUANTITY OF 650 EACH SHOULD AN EXERCISE OF OPTION FOR CALENDAR YEAR 2000 OCCUR.

b. ADD CLIN 0001AG FIRST ARTICLE TEST REPORT FOR A TOTAL OF \$20,481.62. THE FOLLOWING CLAUSES APPLICABLE TO FIRST ARTICLE TESTING ARE HEREBY ADDED:

ES6031 - FIRST ARTICLE TEST (CONTRACTOR TESTING)

IF7116 - FIRST ARTICLE APPROVAL (CONTRACTOR TEST)

2. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT IS INCREASED BY \$103,088.62 FROM \$1,615,896.00 TO \$1,718,984.82

3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

\*\*\* END OF NARRATIVE A008 \*\*\*



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-98-C-0065 MOD/AMD P00006

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
002	200 15-FEB-2001																						
003	120 15-MAR-2001																						
	FOB POINT: Destination																						
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021																						
0001AG	<u>FIRST ARTICLE</u>	1	LO	\$ ** N/A **	\$ 20,481.62																		
	NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified PRON: M102A035M1 PRON AMD: 01 ACRN: AD AMS CD: 060015JEBL1																						
	<u>Packaging and Marking</u>																						
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days:																						
	<u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="264 1102 846 1150"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>000000</td> <td>0</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" data-bbox="264 1157 769 1207"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>15-DEC-2000</td> </tr> </tbody> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001		000000	0			DEL REL CD	QUANTITY	DEL DATE	001	1	15-DEC-2000				
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001	1	15-DEC-2000																					
	FOB POINT: Destination																						
	SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZZZ5) TACOM-ROCK ISLAND ATTN AMSTA-CM-CREC ROCK ISLAND IL 61299-7630																						

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**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

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)	MAY/1994

a. The first article shall consist of:

2 EACH CELL ASSEMBLY, P/N: 12986122. TEST PER PARA 4.4, SC-X17200A, INITIAL PRODUCTION TEST AND QAR 12986122, PART 111, PARA 3: INITIAL PRODUCTION APPROVAL.

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 provided by the Government.

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 onetime 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. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to ARDEC, AMSTA-AR-QAW-C (R), ROCK ISLAND, IL 61299.

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 first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

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**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AE	M101A005M1 060011JE	AC	2	\$	639,600.00	\$	-511,680.00	\$	127,920.00
0001AF	M101A005M1 060011JE	AC	2	\$	0.00	\$	594,287.20	\$	594,287.20
0001AG	M102A035M1 060015JEBL1	AD	2	\$	0.00	\$	20,481.62	\$	20,481.62
					NET CHANGE	\$	103,088.82		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	97 X4930AC9G 6D	26FB S1111601A005	W52H09 \$ 82,607.20
Army	AD	97 X4930AC9G 6D	252G S1111602A035	W52H09 \$ 20,481.62
				NET CHANGE \$ 103,088.82

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 1,615,896.00	\$ 103,088.82	\$ 1,718,984.82

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**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	CHANGED 52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997

(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)