

2. Amendment/Modification No. P00002	3. Effective Date 2004AUG19	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-PM-LAV-B ANGELA VENDITTELLI (586)574-8359 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: VENDITTA@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD C PAS NONE ADP PT HQ0337		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) ONODI TOOL AND ENGINEERING CO 19150 MEGINNITY AVE MELVINDALE, MI. 48122-1934 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. W56HZV-04-C-0663
	<input type="checkbox"/>	10B. Dated (See Item 13) 2004AUG04
Code 4L516	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

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: Mutual Agreement	
<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) MICHAEL T. FINNELL FINNELLM@TACOM.ARMY.MIL (586)574-8361
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 2004AUG19

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0663 MOD/AMD P00002	Page 2 of 4
Name of Offeror or Contractor: ONODI TOOL AND ENGINEERING CO		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this Modification P00002 is to incorporate the revised Attachment 1 and to extend the submission date for the First Article Test Report (FATR).
2. The original Attachment 1 is deleted and replaced with the revised Attachment 1. The revised Attachment 1, Replacement Stud (Drawing Number: 03002A008), corrects the dimension in Zone 2 of the drawing from M5x.08 6H to M5x6mm DEEP.
3. Section 52.209-3 is changed to extend the submission date of the FATR from "30 calendar days from the date of this contract..." to "56 calendar days from the date of this contract..."
4. As a result of this Modification P00002, there is not a change to the contract dollar value.
5. All other terms and condition remain unchanged and full force and effect.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 4
	PIIN/SIIN W56HZV-04-C-0663 MOD/AMD P00002	
Name of Offeror or Contractor: ONODI TOOL AND ENGINEERING CO		

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test nine (9) units of Contract Line Item 0001AA as specified in this contract. At least five (5) 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 56 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

venditta@tacom.army.mil and lawrencz@tacom.army.mil

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number 0001AA _____.

Within fifteen (15) 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 waive.

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

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 4****PIIN/SIIN** W56HZV-04-C-0663**MOD/AMD** P00002**Name of Offeror or Contractor:** ONODI TOOL AND ENGINEERING CO

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DRAWING 03002A008, STUD REPLACEMENT, REV 1 (* CHANGED BY MOD P00002)		001	ELECTRONIC IMAGE
Attachment 002	DRAWING 03002A007, PLAIN NUT		001	ELECTRONIC IMAGE
Attachment 003	DRAWING 03002A006, DRIVER LEFT J-HOOK, REV 1 (* CHANGED BY MOD P00001)		001	ELECTRONIC IMAGE
Attachment 004	DRAWING 003002A005, DRIVER RIGHT J-HOOK		001	ELECTRONIC IMAGE