

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 33
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2. Contract (Proc. Inst. Ident) No. W52H09-06-D-0068	3. Effective Date 2006MAY09	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C BARBARA FOLEY (309)782-2547 ROCK ISLAND IL 61299-7630	Code W52H09	6. Administered By (If Other Than Item 5) DCMA BUFFALO NIAGARA CENTER SUITE 340 130 SOUTH ELMWOOD AVENUE BUFFALO NY 14202-2392	Code S3305A
e-mail address: BARB.FOLEY@US.ARMY.MIL		SCD B PAS NONE	ADP PT HQ0337

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ONTARIO KNIFE COMPANY 26 EMPIRE STREET P.O. BOX 145 FRANKLINVILLE, NY 14737-1099 TYPE BUSINESS: Other Small Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
To The Address Shown In: Item 12	
Code 2V376	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2009APR30				15G. Total Amount Of Contract	\$0.00

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	33
X	D	Packaging and Marking	16	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	20		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	23				
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>W52H0905R0352</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer MARC E LEMON MARC.LEMON@US.ARMY.MIL (309)782-6736
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2006MAY09

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MOD/AMD

Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

1. This contract is the award of a Long-Term, Firm Fixed Price, 3-year Indefinite Delivery Indefinite Quantity (IDIQ) Type contract for the following items:

CLIN	NOUN	NSN	PART NUMBER	MONTHLY PRODUCTION RATE
0002	Knife M9	1095-01-227-1739	12011860	3,000 each
0004	Scabbard	1095-01-512-2744	12598184	1,452 each
0006	Attaching	5340-01-275-5398	12598189	1,562 each
0008	Cutter	1005-01-394-6125	12956515	1,000 each
0010	Latch	1005-01-510-7986	12598168	1,562 each
0012	Scabbard M10	1095-00-223-7164	8448476	500 each
0014	Attaching	1005-01-278-1174	12598195	2,000 each
0016	M7 System	1095-00-017-9701	8427025	2,000 each
0018	Bayonet M7	1095-00-073-9238	11010077	1,000 each
0020	Handle	5110-01-227-5767	12598170	1,000 each
0021	DD 1423			

2. First Article is waived on all clins.

3. The contract Ordering Periods are as follows:

Ordering Period (OP) 1	Award Date - 30 April 2007
Ordering Period (OP) 2	01 May 2007 - 30 April 2008
Ordering Period (OP) 3	01 May 2008 - 30 April 2009

4. All Delivery Orders will be issued unilaterally.

5. Delivery Order 0001 will be issued concurrently for the Minimum Guaranteed Order Quantity. Consequently, the Government is under no further obligation to place any additional orders.

6. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract however, only if it is at no additional cost to the Government.

7. Ontario Knife Company Price Evaluation Sheet has been incorporated into this contract as Attachment 001. Any and all Delivery Orders shall be priced in accordance with this attached pricing sheet.

8. Incorporate ECP L06S3015 as Attachment 007 at no additional cost.

9. All other terms and conditions of solicitation W52H09-05-R-0352 are incorporated into this award document.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: KNIFE, M9 NSN: 1095-01-227-1739 P/N: 12011860</p> <p>(End of narrative A001)</p> <p>CLIN 0002 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 3,000 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p>				
0004	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: SCABBARD NSN: 1095-01-512-2744 P/N: 12598184</p> <p>(End of narrative A001)</p>				

Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>CLIN 0004 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE DELIVERY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 1,452 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECATION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: ATTACHING SCABBARD END NSN: 5340-01-275-5398 P/N: 12598189</p> <p>(End of narrative A001)</p> <p>CLIN 0006 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 1,562 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECATION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p>				

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: CUTTER NSN: 1005-01-394-6125 P/N: 125956515</p> <p>(End of narrative A001)</p> <p>CLIN 0008 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 1,000 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p>				

Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: LATCH NSN: 1005-01-510-7986 P/N: 12598168</p> <p>(End of narrative A001)</p> <p>CLIN 0010 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 1,562 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p>				
0012	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: SCABBARD, M10 NSN: 1095-00-223-7164 P/N: 8448476</p> <p>(End of narrative A001)</p>				

Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>CLIN 0012 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 500 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: ATTACHING LOAD BEARING NSN: 1005-01-278-1174 P/N: 12598195</p> <p style="text-align: center;">(End of narrative A001)</p> <p>CLIN 0014 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 2,000 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p style="text-align: center;">(End of narrative B001)</p>				

Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: M7 SYSTEM NSN: 1095-00-017-9701 P/N: 8427025</p> <p>(End of narrative A001)</p> <p>CLIN 0016 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 2,000 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECATION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p>				
0018	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p>				

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	<p>NOUN: BAYONET, M7 NSN: 1095-00-073-9238 P/N: 11010077</p> <p>(End of narrative A001)</p> <p>CLIN 0018 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 1,000 EACH THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: HANDLE NSN: 5110-01-277-5767 P/N: 12598170</p> <p>(End of narrative A001)</p> <p>CLIN 0020 WILL BE AWARDED AS A 3 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY, FIRM FIXED PRICE CONTRACT, IN ACCORDANCE WITH FAR 52.216-22.</p> <p>THE PRODUCTION QUANTITY WILL BE REQUIRED 120 DAYS AFTER THE ISSUANCE OF DELIVERY ORDER, AT A MONTHLY RATE OF 1,000 EACH</p>				

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p>THROUGH QUANTITY COMPLETION.</p> <p>PRICING IS REQUIRED ON ATTACHMENT 005.</p> <p><u>INSPECATION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: DESTINATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING REQUIREMENTS ARE FURNISHED IN SECTION D OF THIS SOLICITATION.</p> <p>(End of narrative D001)</p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 REQUIREMENT SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (DD Form 1423) Exhibit A.</p> <p>A DD250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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MOD/AMD

Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1 52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

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.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing TDPL with revisions in effect (except as follows):

CLIN 0002 NOMENCLATURE: Knife, Bayonet, Multi purpose, M9
NSN: 1095012271739 TDPL: 12011860:19200 TDPL DATE: 08/16/2004

ENGINEERING EXCEPTIONS: The following Engineering Exceptions Apply To This Procurement Action(s):

DWG 12997495 is the assembly DWG orders for this item are placed using 12997495. 12997494 is a component of the assembly Dwg 12997495. Dwg 12997494 is needed for Government Record.

Disregard Dwg 12598170 on Sheet 1, its replace by Dwg 13005257 on Sheet 2 of the TDPL.

Delete MIL-STD-595 Replace with FED-STD-595

Delete 7274020 from 7274016 & 7274019

Delete Note 5 on Dwg 12598186

Add Distribution Statement "A" to all QA Documents.

The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for us during performance of this contract to inspect the applicable characteristics

ONE

The Government is no longer maintaining all other Government AIE designs, which are cited in the Technical Data Package List or in any of the documents in the Technical Data Package. These AIE designs may not reflect the latest component configuration and are, therefore, include for informational purpose only. The contractor is responsible for the design and submission to the Government for review of all other AIE design documentation, other than those listed above, in accordance with Clause ES7002 specified elsewhere in Section E of this contract. The contractor may elect to submit an alternate design for those listed above but must submit the alternate AIE design to the Government for review and approval.

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0004 NOMENCLATURE: Scabbard Assembly
NSN: 1095015122744 TDPL: 12598184:19200 TDPL DATE: 08/25/2004

NO EXCEPTION

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0006 NOMENCLATURE: Attaching Assembly, Scabbard End
NSN: 53400012755398 TDPL: 12598189:19200 TDPL DATE: 08/21/2004

REPLACE SPEC MIL-STD-100 WITH ASME Y14.100

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

CLIN 0008 NOMENCLATURE: Cutter, Cast, M9 Scabbard
NSN: 1005013946125 TDPL: 125956515:19200 TDPL DATE: 06/21/2004

REPLACE SPEC MIL-STD-100 WITH ASME Y14.100

Distribution Statement A applies to Package drawings

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0010 NOMENCLATURE: Latch Assembly
NSN: 1005015107986 TDPL: 12598168:19200 TDPL DATE: 08/23/2004

DOCUMENT	DELETE	REPLACE	WITH
SPI 12598168	REV B	REV C	

12598167 MIL-STD-100 ASME Y14.5

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0012 NOMENCLATURE: Scabbard M10
NSN: 1095002237164 TDPL: 8448476:19204 TDPL DATE: 03/05/2004

TDPL: Any product drawing without Distribution Statement shall be A.

MS51926-1, change TDPL callout: from MS51926-1 . . . Deficiency to MS51926 . . . CLIP, END, STRAP-TYPE I, CLASS 1 AND CLASS 2.

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0014 NOMENCLATURE: Attaching Assembly, Load Bearing
NSN: 1005012781174 TDPL: 12598195:19200 TDPL DATE: 01/31/2005

DWG 12997494:

Delete: Waterbury 952 South Main Waterbury CT 06721

Replace with: ITW Waterbury Buckle 952 South Main St Waterbury CT 06706

Delete: Vendor Part No 810-1006-5614

Replace with: Vendor Part No 101-0150-5614

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0016 NOMENCLATURE: Bayonet M7 with Scabbard
NSN: 1095000179701 TDPL: 8427025:19204 TDPL DATE: 12/10/2004

Distribution Statement A applies to the Special Packaging Instruction:

DOCUMENT	DELETE	REPLACE WITH
SPI 9527025	NSN as stated	1095-00-017-9701

ADD DISTRIBUTION STATEMENT A TO PRODUCT DRAWINGS AND ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION.

DWG 11010068 & 11010069

ADD SOURCE CONTROL DOCUMENT TO TITLE BLOCKS

DELETE VENDOR - PREMIX INC

REPLACE WITH HOLDEN PLASTICS CORP 70 FREMON ST. WORCESTER MA 01603

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

DELETE VENDOR ITEM M-279
 REPLACE VENDOR ITEM WITH 11010068/11010069

DWG 11010010, 11010011
 DELETE - MIL-L-46010

SPEC MIL-B-1309 CAN BE USED FOR THIS PROCUREMENT.

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

CLIN 0018 NOMENCLATURE: Bayonet M7
 NSN: 1095000739238 TDPL: 11010077:19205 TDPL DATE: 03/05/2004

Cancelled Spec Replacement

MIL-B-1309 MIL-B-1309E, DTD 5-8-75, W/AMEND #1 DTD 6/22/92

MIL-STD-109 ISO 8402, ASQC A8402

DOCUMENT DELETE SUBSTITUTE

ALL SQAPS MIL-STD-105 & AQLS MIL-STD-1916, VL IV FOR MAJOR & VL II FOR
 MINOR CHARACTERISTICS

ON QAP 11010066 PG 1, PART 1 UNDER NUMBER DELETE SQAP-APPENDIX-RIA AND SUBSTITUTE MIL-W-63150. FOR MINOR DEFECT 207 AND (SEE MIL-W-63150)

AFTER WORKMANSHIP PG 2 UNDER PART III - CERTIFICATION REQUIREMENTS ADD THE CERTIFICATION PROVISIONS OF MIL-W-63150 FOR CERTIFICATIONS OF CONFORMANCE (COC) SHALL APPLY. CERTIFICATES OF CONFORMANCE ARE REQUIRED FOR DEFECT NOS. 401, 402, 403 AND 404.

ON SQAP 11010068 PG 1, PART 1 UNDER NUMBER DELETE SQAP-APPENDIX-RIA AND SUBSTITUTE MIL-W-63150. FOR MINOR DEFECT 209 ADD (SEE MIL-W-63150)

ON SQAP 11010069 PG 1, PART 1 UNDER NUMBER DELETE SQAP-APPENDIX-RIA AND SUBSTITUTE MIL-W-63150. FOR MINOR DEFECT 208 ADD(SEE MIL-W-63150) AFTER WORKMANSHIP. PG 2 UNDER PART III CERTIFICATION REQUIREMENTS ADD THE CERTIFICATION PROVISIONS OF MIL-W-63150 FOR CERTIFICATES OF CONFORMANCE CERTIFICATION PROVISIONS OF MIL-W-63150 FOR CERTIFICATES OF CONFORMANCE (COC) SHALL APPLY. CERTIFICATES OF CONFORMANCE ARE REQUIRED FOR DEFECT NOS. 301, 302 AND 303.

ON SQAP 11010078 IN PARAGRAPH 1, DELETE SQAP=APPENDIX-RIA AND SUBSTITUTE MIL-W-64150. ALSO DELETE EXCEPT PARAGRAPH 3.1.1. (a) APPLIES TO MINOR DEFECTS ONLY.

DELETE PARAGRAPHS 3, 3.1, 3.3, 4, 4.1 AND 4.2 IN THEIR ENTIRETY AND REPLACE WITH THE FOLLOWING:

TABLE II SPECIAL SAMPLING PROCEDURE

SALT SPRAY, FOUR (4) SPECIMENS SHALL BE SELECTED AT RANDOM FROM EACH LOT AND TESTED IN ACCORDANCE WITH STM-1. THE SPECIMENS SHALL MEET THE REQUIREMENTS OF DOD-P-16232.

PART III - CERTIFICATION PROVISIONS

THE CERTIFICATION PROVISIONS OF MIL-W-63150 FOR CERTIFICATES OF CONFORMANCE (COC) SHALL APPLY. CERTIFICATES OF CONFORMANCE ARE REQUIRED FOR DEFECT NO. 301, 302 AND 303.

NUMBER	CHARACTERISTICS	TEST DATA TO COMPLY
301	MATERIAL	DWG 11010078
302	PHOSPHATE COATING	DWG 11010078
303	OIL TREATMENT	DWG 22020078

PART IV TEST METHODS AND PROCEDURES

STM-1 SALT SPRAY. THIS TEST SHALL BE CONDUCTED IN ACCORDANCE WITH ASTM B117 USING 5% SALT SOLUTION.

IN PARAGRAPH 5 DELETE QQ-S-634, QQ-S-637. SQAP=APPENDIX RIA, AND ADD MIL-W-63150, MIL-STD=171, ASTM B117 AND DOD=P=16232.

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

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for us during performance of this contract to inspect the applicable characteristics

ONE

The Government is no longer maintaining all other Government AIE designs, which are cited in the Technical Data Package List or in any of the documents in the Technical Data Package. These AIE designs may not reflect the latest component configuration and are, therefore, include for informational purpose only. The contractor is responsible for the design and submission to the Government for review of all other AIE design documentation, other than those listed above, in accordance with Clause ES7002 specified elsewhere in Section E of this contract. The contractor may elect to submit an alternate design for those listed above but must submit the alternate AIE design to the Government for review and approval.

ANY PRODUCT OR INSPECTION DRAWING WITHOUT DISTRIBUTION STATEMENT SHALL BE A.

TDPL:

DOCUMENT	ADD	DELETE	SUBSTITUTE
ISO-9000	-	x	-

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

CLIN 0020 NOMENCLATURE: Handle
 NSN: 5110012775767 TDPL: 12598170:19200 TDPL DATE: 04/18/2005

DOCUMENT	DELETE	ADD
TDPL Specification Header	MIL-W-63150	MIL-W-13855

12598168, Change Vendor Address: Dupont Co
 1007 Market Street
 Wilmington, DE 19898
 800-441-0575

GFM/GFE: Drawing No. 0

MYLARS REQUIRED (Check One): Yes No

(CS6100) (End of Clause)

C-2 52.210-4501 HEAVY PHOSPHATE COATING REQUIREMENT DEC/2005
 TACOM-RI

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, TACOM Life Cycle Management Command, 1 Rock Island Arsenal, ATTN: AMSTA-LC-CSC-C/B. Foley, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM Life Cycle Management Command for review and approval. Procedures shall include product name and manufacturer of all chemicals/materials to be used. All processes, equipment, and controls, along with testing and test frequencies used for phosphating including application of supplemental finishes, shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading "prior to starting production and at least every 8 hours thereafter."

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is "per lot, at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is "per lot, at least

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every 8 hours."

e. A thickness range for the supplemental dry film lubricant or paint (primer/topcoat) shall be stated in the procedure along with a frequency for testing. A daily frequency is required.

f. Adhesion testing per ASTM-D3359, method B shall be stated in the procedure for a supplemental coating of dry film lubricant or paint along with the frequency for testing. A daily frequency is required.

g. Salt spray testing of parts with phosphate and primer for 336 hours shall be included in the procedure for supplemental coatings of CARC paint along with a frequency for testing. The frequency for salt spray testing is "per lot or monthly." Salt spray testing of parts with phosphate and supplemental dry film lubricant for 96 hours shall be stated in the procedure along with the frequency for testing. The frequency for testing is "per lot or weekly." Parts shall show no rusting visible to the unaided eye, no more than 5 blisters with none larger than 3/16 inch in diameter per 48 square inches of area. Underfilm attack at the scribe shall not exceed 1/8 inch.

(CS6510)

(End of Clause)

C-3

52.211-4505
TACOM RI

AVAILABLE TECHNICAL DATA PACKAGE (TDP)

APR/2000

The Technical Data Package(s) (TDP) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: https://aais.ria.army.mil/aais/Padds_web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(CS7102)

(End of Clause)

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Name of Offeror or Contractor: ONTARIO KNIFE COMPANY

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4501	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	NOV/2005
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A. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

CLIN 0002

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P12011860, REV F, DATED 24 JUN 99

CLIN 0004

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P12598184, DATED 27 MAY 99

CLIN 0008

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: 12956515, REV A, DATED 27 May 99

CLIN 0014

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P12598195, REV A, DATED 27 MAY 99

CLIN 0016

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P8427025, REV B, DATED 19 FEB 76

CLIN 0018

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P11010077, REV M, DATED 17 JAN 01

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI:

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

C.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the

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commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

C.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

C.4. Commercial software may be used to generate a Military Shipment Label/Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Two Contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the PCO and ACO. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials:

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments)

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations. Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

G. SUPPLEMENTAL INSTRUCTIONS: CLINS 0002, 0004, 0008, 0014 and 0016 - N/A and CLIN 0018 - Delete VV-L-800 and replace with MIL-PRF-32033. Delete MIL-B-117 and replace with MIL-DTL-117.

(DS6419)

(End of Clause)

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The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

CLIN 0006

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

CLIN 0010

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

CLIN 0012

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

CLIN 0020

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2 Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

3 Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4 Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

- a. the quantity is over one (1) gross of the same national stock number,
- b. use enhances handling and inventorying,
- c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- d. the unit pack is less than 64 cubic inches,
- e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing:

5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7 Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for

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application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Commercial software may be used to generate a Military Shipment Label/Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Two Contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

8. Hazardous Materials: In addition to the general instructions listed above;

8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

8.2 Packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

8.4 A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

9 Heat Treatment and Marking of Wood Packaging Materials - All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

10 Quality Assurance - The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11 SUPPLEMENTAL INSTRUCTIONS: CLIN 0006 and CLIN 0010 - Special Packaging Instruction P12598189 does not apply for this procurement, however it may be used as guidance. CLIN 0012 - Special Packaging Instruction P8448476 does not apply for this procurement, however it may be used for guidance and CLIN 0020 - N/A.

(DS6421)

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard below. The Contractor shall be fully compliant prior to award of this contract.

Title	Number	Date	Tailoring
Quality Management Systems Requirements	ISO 9001:2000	13 Dec 2000	tailored by excluding paragraph 7.3

(EF6002)

(End of Clause)

E-3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article 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. The first article shall consist of: (a) 10 each of each component list on TDP 11010077, 8448476, 12598195, 12598189, 12011860, 12598184, 12596515, 12598170 and 12598168 and (b) 3 each of the Bayonet-Knife Assemblies and 3 each of every subassembly component part on TDP 8427025.

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

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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 AMSRD-AAR-QEP-C, ATTN: JoAnn McConville.

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.

(ES6016)

(End of Clause)

E-4 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.

(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.

(ES7012)

(End of Clause)

E-5 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

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(e) When the contractor submits its proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(ES7002)

(End of Clause)

E-6 52.246-4532 DESTRUCTIVE TESTING
 TACOM LCMC 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.

(ES7011)

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-4531 TACOM LCMC RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The Contract Administration Office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date, the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMA.

(b) The Contract Administration Office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or waterport terminal without authorization by the designated point of contact.

(FS7240)

(End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(HS6002)

(End of Clause)

H-4	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(HS7600)

(End of Clause)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-6	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-10	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-11	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-12	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-14	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-15	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-16	52.222-3	CONVICT LABOR	JUN/2003
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-20	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-21	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-22	52.232-1	PAYMENTS	APR/1984
I-23	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-24	52.232-11	EXTRAS	APR/1984
I-25	52.232-17	INTEREST	JUN/1996
I-26	52.232-25	PROMPT PAYMENT	OCT/2003
I-27	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-28	52.233-1	DISPUTES	JUL/2002
I-29	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-30	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-31	52.242-13	BANKRUPTCY	JUL/1995
I-32	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-33	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB/2006
I-34	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-35	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-36	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-37	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-38	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-39		*** THIS REFERENCE (IA0523) IS NO LONGER VALID ***	
I-40	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-41	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-42	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-43	252.215-7000	PRICING ADJUSTMENTS	DEC/1991

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	DFARS		
I-44	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
	DFARS		
I-45	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	JUN/2005
	DFARS		
I-46	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/2005
	DFARS		
I-47	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC	SEP/2004
	DFARS	ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	
I-48	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-49	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
	DFARS		
I-50	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-51	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-52	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-53	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
I-54	52.216-18	ORDERING	OCT/1995
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 36 months from date of award.			
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.			
(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.			
(IP6155)		(End of Clause)	
I-55	52.216-19	ORDER LIMITATIONS	OCT/1995
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the quantities listed below, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.			
	Clin 0002 -	5,000 each	
	Clin 0004 -	500 each	
	Clin 0006 -	500 each	
	Clin 0008 -	200 each	
	Clin 0010 -	500 each	
	Clin 0012 -	5 each	
	Clin 0014 -	1,000 each	
	Clin 0016 -	5,000 each	
	Clin 0018 -	800 each	
	Clin 0020 -	200 each	
(b) Maximum order. The Contractor is not obligated to honor -			
(1) Any order for a single item in excess of;			
	Clin 0002 -	151,200 each	
	Clin 0004 -	6,000 each	
	Clin 0006 -	6,000 each	
	Clin 0008 -	3,000 each	
	Clin 0010 -	4,800 each	
	Clin 0012 -	1,497 each	
	Clin 0014 -	12,000 each	
	Clin 0016 -	90,000 each	
	Clin 0018 -	3,000 each	

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Clin 0020 - 6,000 each

(2) Any order for a combination of items listed above in excess of 297,502; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-56 52.216-22 INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract on any delivery order issued after 36 months from date of award.

(End of clause)

(IF6036)

I-57 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR
REGISTRATION

MAY/1999

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by -1-. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the

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applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve system.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contact.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

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- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number or the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer system telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and therefore, not the receiver of the wire transfer payment.

(End of Clause)

(IF6004)

I-58 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Tank-automotive and Armaments Command - Rock Island, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Tank-automotive and Armaments Command - Rock Island, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting the DCMA Administration Office shown on the front page of the award.

(End of clause)

(IF6065)

I-59 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

- (a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

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Subcontractor, as used in this clause,

(1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from --

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

IF7211

(End of Clause)

I-60 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

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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)

(IF7116) (End of Clause)

I-61 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(IF7003) (End of Clause)

I-62 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(IF7114) (End of Clause)

I-63 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this

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contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(IF7220) (End of Clause)

I-64 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(IF7016) (End of Clause)

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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>
Exhibit A	CONTRACT DATA REQUIRMENTS		009	
Attachment 001	TECHNICAL DATA ON THE WEB			
Attachment 002	DOCUMENT SUMMARY LIST		006	
Attachment 003	ADDRESS LIST		001	
Attachment 004	ADDRESS CODE DISTRIBUTION		001	
Attachment 005	PRICE EVALUATION SHEET		005	
Attachment 006	PAST PERFORMANCE INFORMATION		003	
Attachment 007	ECP L06S3015		008	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs
(JS7001)	(End of Clause)		