

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA5	Page 1 Of 21	
2. Contract (Proc. Inst. Ident) No. DAAE20-01-C-0088		3. Effective Date 2001MAY31		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-A GAIL BINDEWALD (309)782-3656 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMC SEATTLE CORPORATE CAMPUS EAST III 3009 112TH NE SUITE 200 BELLEVUE WA 98004-8019			Code S4801A
e-mail address: BINDEWALDG@RIA.ARMY.MIL		SCD A PAS NONE		ADP PT HQ0339		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ELDEC CORPORATION 16700 13TH AVE WEST LYNNWOOD WA 98036			8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
TYPE BUSINESS: Large Business Performing in U.S.			9. Discount For Prompt Payment			
			10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶		Item 12	
Code 08748	Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			Code HQ0339
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2)) <input type="checkbox"/> 41 U.S.C. 253(c))			14. Accounting And Appropriation Data SEE SECTION G			
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					FMS REQUIREMENT	
15G. Total Amount Of Contract ▶					\$450,300.00	

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	21
X	D	Packaging and Marking	9	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	11		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	12		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	13		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	14				

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 _____ 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.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer DAVE ELLIOTT ELLIOTT@RIA.ARMY.MIL (309)782-3814	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

Name of Offeror or Contractor: ELDEC CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
-----	--	----------

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
-----	--	----------

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: amsta-aq-ar@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

Name of Offeror or Contractor: ELDEC CORPORATION

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 21
	PIIN/SIIN DAAE20-01-C-0088 MOD/AMD	

Name of Offeror or Contractor: ELDEC CORPORATION

A-5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 21****PIIN/SIIN** DAAE20-01-C-0088**MOD/AMD****Name of Offeror or Contractor:** ELDEC CORPORATION

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. AWARD OF 76 EACH HIGH VOLTAGE POWER SUPPLIES (HVPS), P/N 541-700-1, WAS MADE TO ELDEC CORPORATION OS 31 MAY 01 VIA LETTER AWARD. THIS DOCUMENT IS THE FORMALIZATION OF THAT AWARD. THE AWARD LETTER IS ATTACHED.

2. THE QUANTITY OF 76 EACH HVPS IS BROKEN DOWN AS FOLLOWS:

CLIN 0001AA US ARMY REQUIREMENTS
CLIN 0001AB KUWAIT REQUIREMENTS
CLIN 0001AC SAUDI ARABIA REQUIREMENTS

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0088 MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																
0001	<u>Supplies or Services and Prices/Costs</u>																
0001AA	<u>PRODUCTION QUANTITY</u>	20	EA	\$ 5,925.00000	\$ 118,500.00												
	NSN: 1111-11-111-1111 NOUN: HIGH VOLTAGE POWER SUPPLY FSCM: 08748 PART NR: 541-700-1 SECURITY CLASS: Unclassified PRON: M111D013M1 PRON AMD: 01 ACRN: AA AMS CD: 070011JW																
	<u>Packaging and Marking</u>																
	<u>Inspection and Acceptance</u>																
	INSPECTION: Origin ACCEPTANCE: Origin																
	<u>Deliveries or Performance</u>																
	DOC SUPPL																
	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H0911458H02</td> <td>W90454</td> <td>J</td> <td></td> <td>1</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0911458H02	W90454	J		1				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>												
001	W52H0911458H02	W90454	J		1												
	<table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>19-APR-2002</td> </tr> <tr> <td>002</td> <td>10</td> <td>02-MAY-2002</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	10	19-APR-2002	002	10	02-MAY-2002							
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>															
001	10	19-APR-2002															
002	10	02-MAY-2002															
	FOB POINT: Origin																
	SHIP TO: <u>PARCEL POST ADDRESS</u>																
	(W90454) XR W4GG HQ US ARMY TACOM																
	TEAM ABRAMS PARTNERSHIP FACILITY																
	WHSE BLDG 88037																
	FT HOOD TX 76544-5060																
0001AB	<u>PRODUCTION QUANTITY</u>	26	EA	\$ 5,925.00000	\$ 154,050.00												
	NSN: 0000-00-000-0000 NOUN: HIGH VOLTAGE POWER SUPPLY FSCM: 00000 PART NR: 541-700-1 SECURITY CLASS: Unclassified PRON: J50HVP0147 PRON AMD: 02 ACRN: AB AMS CD: JAT274 FMS CASE IDENTIFIER: KU JAT																
	<u>Packaging and Marking</u>																
	<u>Inspection and Acceptance</u>																
	INSPECTION: Origin ACCEPTANCE: Origin																
	<u>Deliveries or Performance</u>																
	DOC SUPPL																
	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BKUE4592669001E</td> <td>CK0LFE</td> <td>L</td> <td>CK0LFE</td> <td>1</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BKUE4592669001E	CK0LFE	L	CK0LFE	1				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>												
001	BKUE4592669001E	CK0LFE	L	CK0LFE	1												
	<table border="0"> <tr> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> </tr> <tr> <td>GGX</td> <td></td> </tr> </table>	<u>PROJ CD</u>	<u>BRK BLK PT</u>	GGX													
<u>PROJ CD</u>	<u>BRK BLK PT</u>																
GGX																	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0088 MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
	<table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>03-MAY-2002</td> </tr> <tr> <td>002</td> <td>10</td> <td>14-JUN-2002</td> </tr> <tr> <td>003</td> <td>6</td> <td>12-JUL-2002</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	10	03-MAY-2002	002	10	14-JUN-2002	003	6	12-JUL-2002																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																										
001	10	03-MAY-2002																																										
002	10	14-JUN-2002																																										
003	6	12-JUL-2002																																										
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: XR GENERAL DYNAMICS LAND SYS INC STERLING HTS PLANT 6000 EAST 17 MILE RD STERLING HEIGHTS MI 48310-3200</p>																																											
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 9999-99-999-9999 NOUN: HIGH VOLTAGE POWER SUPPLY FSCM: 00000 PART NR: 541-700-1 SECURITY CLASS: Unclassified PRON: J51AAC22M1 PRON AMD: 01 ACRN: AC AMS CD: VKZ169 CUSTOMER ORDER NO: J51W5978DC01 FMS CASE IDENTIFIER: SR VKZ</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BSR0441144D001</td> <td>BY2VKZ</td> <td>L</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="2">BSR</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>17-MAY-2002</td> </tr> <tr> <td>002</td> <td>10</td> <td>28-JUN-2002</td> </tr> <tr> <td>003</td> <td>4</td> <td>12-JUL-2002</td> </tr> <tr> <td>004</td> <td>6</td> <td>26-JUL-2002</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BSR0441144D001	BY2VKZ	L		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					BSR					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	10	17-MAY-2002	002	10	28-JUN-2002	003	4	12-JUL-2002	004	6	26-JUL-2002	30	EA	\$ 5,925.00000	\$ 177,750.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																							
001	BSR0441144D001	BY2VKZ	L		1																																							
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																										
	BSR																																											
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																										
001	10	17-MAY-2002																																										
002	10	28-JUN-2002																																										
003	4	12-JUL-2002																																										
004	6	26-JUL-2002																																										

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 21**

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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

Page 9 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
-----	-------------------------	-------------------------------------	----------

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARA.3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) 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.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) 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:

(i) 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.

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

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when 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.

(4) Packing:

(i) 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.

(ii) 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.

c. 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 not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 21**

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. 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 material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. 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. 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.

g. SUPPLEMENTAL INSTRUCTIONS: NA

(End of clause)

(DS6413)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 21**

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

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 www.acq.osd.mil/dp/dars

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	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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

Page 12 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

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 www.acq.osd.mil/dp/dars

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	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-4	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ <u>ITEM</u>	ACRN	STAT	OBLG	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
0001AA	M111D013M1 070011JW	AA	2	97	X4930AC6G 6D 26FB S11116		W52H09 \$	118,500.00
0001AB	J50HVP0147 JAT274	AB	2	9711	X8242KU01X6D1000JAT 274252GKUS20113	0DBJZV	W56HZV \$	154,050.00
0001AC	J51AAC22M1 VKZ169	AC	2	9711	X8242SR01X6V6V01VKZ 16926FBSRS11116	188C22	W52H09 \$	177,750.00
							TOTAL \$	450,300.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
Army	AA	97 X4930AC6G 6D 26FB S11116	W52H09 \$	118,500.00
Army	AB	9711 X8242KU01X6D1000JAT 274252GKUS20113	W56HZV \$	154,050.00
Army	AC	9711 X8242SR01X6V6V01VKZ 16926FBSRS11116	W52H09 \$	177,750.00
				TOTAL \$ 450,300.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 14 of 21
	PIIN/SIIN DAAE20-01-C-0088 MOD/AMD	

Name of Offeror or Contractor: ELDEC CORPORATION

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 www.acq.osd.mil/dp/dars

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	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are BINDEWALDG@RIA.ARMY.MIL and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-0713, ATTN: GAIL BINDEWALD and (309) 782-8054 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
-----	-------------------------	----------------------------	----------

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-5	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
-----	-------------------------	--	----------

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

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: _____

(End of Clause)

(HS7600)

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

Page 16 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

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 www.acq.osd.mil/dp/dars

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	MAR/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-12	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-13	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-14	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-15	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-16	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-17	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-18	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-19	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-20	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-21	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-22	52.232-1	PAYMENTS	APR/1984
I-23	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-24	52.232-11	EXTRAS	APR/1984
I-25	52.232-17	INTEREST	JUN/1996
I-26	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-27	52.232-25	PROMPT PAYMENT	MAR/2001
I-28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-29	52.233-1	DISPUTES	JAN/1999
I-30	52.233-3	PROTEST AFTER AWARD	OCT/1995
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	MAR/2001
I-34	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-35	52.248-1	VALUE ENGINEERING	FEB/2000
I-36	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
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	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-40	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-41	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-42	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000

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

Page 17 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-43	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-44	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-45	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-46	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-47	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-48	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-49	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-50	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

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

(End of Clause)

(IF7210)

I-51	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.

'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.

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

Page 18 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

(b) The Anti-Kickback 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 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.

(End of Clause)

(IF7211)

I-52

52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

AUG/1995

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-C-0088 MOD/AMD	Page 19 of 21
Name of Offeror or Contractor: ELDEC CORPORATION		

(IF7212)

I-53 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).

(End of clause)

(IF7114)

I-54 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.

(End of clause)

(IF7016)

I-55 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 20 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 21 of 21

PIIN/SIIN DAAE20-01-C-0088

MOD/AMD

Name of Offeror or Contractor: ELDEC CORPORATION

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	TACOM-RI LETTER	31-MAY-2001	1PG	