

ORDER FOR SUPPLIES OR SERVICES

1. Contract/Purch Order/Agreement No. DAAE20-02-P-0059	2. Delivery Order/Call No.	3. Date Of Order/Call (YYYYMMDD) 2001NOV19	4. Requisition/Purch Request No. SEE SCHEDULE	5. Priority DOA5
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B NANCY MILES (309)782-6433 ROCK ISLAND IL 61299-7630 EMAIL: MILESN@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than 6) DCMA CHICAGO P O BOX 66911 CHICAGO IL 60666-0911	Code	S1403A	8. Delivery FOB <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other (See Schedule if other)
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9. Contractor MCNALLY INDUSTRIES INC 216 S PINE ST PO BOX 129 GRANTSBURG WI 54840-0219 Name and Address TYPE BUSINESS: Other Small Business Performing in U.S.	Code	96953	Facility	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE	11. X If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned	12. Discount Terms	13. Mail Invoices To the Address in Block See Block 15
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14. Ship To SEE SCHEDULE	Code		15. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code	HQ0339	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2
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16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	Purchase	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.
	X	Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.

Name Of Contractor	Signature	Typed Name And Title	Date Signed (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. United States Of America By: ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313	25. Total	\$3,046.37
	Contracting/Ordering Officer	29. Differences	

26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____	27. Ship. No.	28. D.O. Voucher No.	30. Initials	33. Amount Verified Correct For
36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____	<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By		34. Check Number
	<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			35. Bill Of Lading No.

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0059 MOD/AMD	Page 2 of 12
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Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

SUPPLEMENTAL INFORMATION

'AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.'

*** END OF NARRATIVE A 001 ***

THE UNIT PRICE FOR PRODUCTION ONLY SHOULD BE \$40.60 EACH. ALTHOUGH, THE CONTRACT UNIT PRICE WILL BE \$9.61 AFTER DEDUCTING THE SCRAPPED FIRING PIN MATERIAL.

AUTHORIZATION IS HEREBY GRANTED TO USE THE AMOUNT OF MATERIAL NEEDED FROM CONTRACT DAAE20-97-D-0006 TO MANUFACTURE 317 EACH INSERT BOLTS.

*** END OF NARRATIVE A 003 ***

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0059 MOD/AMD

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>	317	EA	\$ 9.61000	\$ 3,046.37
	NSN: 1005-01-430-8942 NOUN: INSERT,BOLT FSCM: 19200 PART NR: 12524333 SECURITY CLASS: Unclassified PRON: M121S514M1 PRON AMD: 02 ACRN: AA AMS CD: 070011H8GUN				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 W52H091311A630 W45G19 J 1				
	<u>DEL REL CD QUANTITY DEL DATE</u>				
	001 82 30-NOV-2001				
	002 235 28-FEB-2002				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W45G19) XR W390 RED RIVER MUNITIONS CTR				
	BLDG 1167 CL V				
	10 ST AND K AVE				
	TEXARKANA TX 75507-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	DAAE20-02-P-0059/0000				

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 12
	PIIN/SIIN DAAE20-02-P-0059 MOD/AMD	

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

2	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

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 12524333 with revisions in effect as of -2- (except as follows):

Technical Data Package already at contractors facility. Contractor is to manufacture to the latest configuration. (CS6100)

PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

3	52.211-4501	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000
	TACOM-RI		

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 94 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: 12524333, REV A, DATED 19 DEC 94

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 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.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. 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 in paragraph e 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 notifies the Administrative Contracting Officer.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 Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 12
	PIIN/SIIN DAAE20-02-P-0059 MOD/AMD	
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

4	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
7	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

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.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

8	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	52.247-4531 TACOM-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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0059 MOD/AMD	Page 6 of 12
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Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

(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 DCMAO.

(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 water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 12
	PIIN/SIIN DAAE20-02-P-0059	MOD/AMD	

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

11	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
12	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(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 address for submission is nmiles@ria.army.mil. The data fax number for submission is (309)782-6346, ATTN: NANCY MILES.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

13	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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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)

14	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:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0059 MOD/AMD	Page 9 of 12
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

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)

CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
17	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
19	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
20	52.243-1	CHANGES - FIXED PRICE	AUG/1987
21	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS	MAR/1998
22	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS	DEC/1991
23	252.242-7000	POSTAWARD CONFERENCE DFARS	DEC/1991
24	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS	DEC/1991
25	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT DFARS	DEC/1991
26	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	DEC/2001

Paragraph (b)(1)(x) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

27	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUL/1995
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Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 10 of 12
	PIIN/SIIN DAAE20-02-P-0059	MOD/AMD

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

28 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)

29 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
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 Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/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,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 12
	PIIN/SIIN DAAE20-02-P-0059	MOD/AMD

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

(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: _____

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 12 of 12

PIIN/SIIN DAAE20-02-P-0059

MOD/AMD

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

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>
Exhibit A	DD FORM 1423 FROM PREVIOUS CONTRACT 99P0352	19-MAY-1999	002	
Attachment 001	COMPACT DISK (CD) FROM CONTRACT 99P0352		1CD	