

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. Contract/Purch Order/Agreement No.</b>  DAAE20-02-P-0439	<b>2. Delivery Order/Call No.</b>	<b>3. Date Of Order/Call (YYYYMMDD)</b>  2002SEP05	<b>4. Requisition/Purch Request No.</b>  SEE SCHEDULE	<b>5. Priority</b>  DOA5
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<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-A KATHLEEN L LANNAN (309)782-6444 ROCK ISLAND IL 61299-7630  EMAIL: LANNANK@RIA.ARMY.MIL	<b>Code</b>	W52H09	<b>7. Administered By (If other than 6)</b> DCMA ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789	<b>Code</b>	S1103A	<b>8. Delivery FOB</b>  <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other  (See Schedule if other)
			<b>SCD C</b>	<b>PAS NONE</b>	<b>ADP PT HQ0338</b>	

<b>9. Contractor</b>  • ALPHA TECHNOLOGIES 208 BOOT HILL DR Name and Address WINCHESTER TN 37398  • TYPE BUSINESS: Other Small Business Performing in U.S.	<b>Code</b>	OHF27	<b>Facility</b>	<b>10. Deliver To FOB Point By (Date) (YYYYMMDD)</b>  SEE SCHEDULE	<b>11. X If Business Is</b> <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
				<b>12. Discount Terms</b>	<b>13. Mail Invoices To the Address in Block</b> See Block 15

<b>14. Ship To</b> SEE SCHEDULE	<b>Code</b>		<b>15. Payment Will Be Made By</b> DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	<b>Code</b>	HQ0338	<b>Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2</b>
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<b>16. Type of Order</b>	<b>Delivery/Call</b>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	<b>Purchase</b>	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0324, 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: KATHLEEN L LANNAN /SIGNED/ LANNANK@RIA.ARMY.MIL (309)782-6444	25. Total	\$1,585.00
		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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MOD/AMD

**Name of Offeror or Contractor:** ALPHA TECHNOLOGIES

## SUPPLEMENTAL INFORMATION

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)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
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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) 782-3224  
Electronic Mail Address: ombudsman@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)

**Name of Offeror or Contractor:** ALPHA TECHNOLOGIES

(AS7006)

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)

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)

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<b>Name of Offeror or Contractor:</b> ALPHA TECHNOLOGIES		

(AS7008)

5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6            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/cc/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)

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MOD/AMD

**Name of Offeror or Contractor:** ALPHA TECHNOLOGIES

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.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
2. DATAFAX NUMBER FOR AMSTA-LC-CSC-A IS 309-782-6016. .
3. REQUEST YOU CERTIFY TO CLAUSES KF7019, KF7020, AND KF6009 IN SECTION K.
4. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
5. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_
7. PLEASE PROVIDE YOUR EMAIL ADDRESS:

\*\*\* END OF NARRATIVE A 001 \*\*\*

'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 002 \*\*\*

CONTRACTOR IS ISO-9002 QUALIFIED FEB 04, 2002 BY DCMA ATLANTA

\*\*\* END OF NARRATIVE A 003 \*\*\*

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Name of Offeror or Contractor: ALPHA TECHNOLOGIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS																						
0001AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5365-01-123-6820                      NOUN: RING,RETAINING                      FSCM: 19200                      PART NR: 3269469-1                      SECURITY CLASS: Unclassified                      PRON: M121S788M1 PRON AMD: 03 ACRN: AA                      AMS CD: 07001163633</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></p> <p>DOC SUPPL</p> <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>W52H092106A153</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</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>500</td> <td>16-DEC-2002</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W25G1U) XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-02-P-0439/0000</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H092106A153	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	500	16-DEC-2002	500	EA	\$ 3.17000	\$ 1,585.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H092106A153	W25G1U	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	500	16-DEC-2002																					
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423                      SECURITY CLASS: Unclassified                      Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>			\$ ** NSP **	\$ ** NSP **																		

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:** ALPHA TECHNOLOGIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination      ACCEPTANCE: Destination				

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**Name of Offeror or Contractor:** ALPHA TECHNOLOGIES

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

8	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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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 3269469-1 with revisions in effect as of 4/18/02 (except as follows):

THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

LEVEL (A) PACKAGING SHALL BE IN ACCORDANCE WITH METHOD (41) OF MIL-STD-2073-1 UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

(CS6100)

9	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

10	52.248-4502 TACOM RI	CONFIGURATION MANAGEMENT DOCUMENTATION	JUL/2001
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The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the



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(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 in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BCL, 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: N/A

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

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

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](http://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)

12 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE AUG/1996

13 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror

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shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
( ) QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS, ISO 9001:2000, 13 DEC 2000, TAILORED BY EXCLUDING PARAGRAPHS 7.2, 7.3, 7.4, 7.5.1, AND 7.5.2			
( ) QUALITY SYSTEMS - MODEL FOR QA, ISO 9003, 18 JUL 94, UNTAILORED			

(End of clause)

(EF6002)

14	52.246-4503 TACOM-RI	ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL PROCESS CONTROL (SPC))	JAN/1999
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(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
- (4) The results of a process performance study, and if available, the results of a process capability study.
- (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
  - (i) The process is in a state of statistical control using SPC control chart methods.
  - (ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.
  - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements

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herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

15            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.

(End of Clause)

(ES7012)

16            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.

(e) When the contractor submits it's 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.

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(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.

(End of clause)

(ES7002)

17 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 APR/2001  
TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_ NOT CERTIFIED

(2) \_\_\_ CERTIFIED

(i) \_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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DELIVERIES OR PERFORMANCE

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

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](http://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)

18	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
19	52.247-34	F.O.B. DESTINATION	NOV/1991
20	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- Zero percent (0%) increase
- Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB	ACCOUNTING	OBLIGATED			
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>			
0001AA	M121S788M1	AA 2	97	X4930AC6G 6D	26FB S11116	W52H09	\$	1,585.00
07001163633								
TOTAL							\$	1,585.00

SERVICE	ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	W52H09	\$ 1,585.00
TOTAL		\$ 1,585.00

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

21 52.232-4503 CONTRACTOR'S REMITTANCE ADDRESS AUG/1994  
TACOM-RI

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

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SPECIAL CONTRACT REQUIREMENTS

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

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://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)

22	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
	DFARS		

23	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

(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 [lannank@ria.army.mil](mailto:lannank@ria.army.mil). The data fax number for submission is 309-782-6016, ATTN: Kathy Lannan.

(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)

24	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

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

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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>

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://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)

25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
29	52.222-3	CONVICT LABOR	AUG/1996
30	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
32	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
35	52.243-1	CHANGES - FIXED PRICE	AUG/1987
36	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
37	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
38	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
39	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
40	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
41	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
42	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
43	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
44	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
45	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		

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46            52.213-4            TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)            JUL/2002

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

Information to be inserted in Paragraph (c):

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

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

47            52.217-6            EVALUATED OPTION FOR INCREASED QUANTITY            MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001- shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding final delivery by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
(F.O.B. Origin)

\$ \_\_\_\_\_ CLIN 0001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

48            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.

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(End of Clause)

(IF7003)

49            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)

50            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.dcms.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,

(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

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(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)

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## LIST OF ATTACHMENTS

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

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 <http://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

(End of Clause)

(JS7001)