

| ORDER FOR SUPPLIES OR SERVICES | | | | | | Form Approved | Page 1 Of 16 |
|--|---|-----------------------|----------------------|---|--|--------------------|--|
| 1. Contract/Purch Order No. DAAE20-00-P-0434 | | 2. Delivery Order No. | | 3. Date Of Order 2001JAN30 | 4. Requisition/Purch Request No. SEE SCHEDULE | | 5. Certified for National Defense Under DMS Reg 1 Priority DOA5 |
| 6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C MICHAEL WENDLAND (309)782-3225 ROCK ISLAND IL 61299-7630 EMAIL: WENDLANDM@RIA.ARMY.MIL | | | Code W52H09 | 7. Administered By (If other than 6) DCMC ST LOUIS 1222 SPRUCE STREET ST LOUIS MO 63103-2812 | | Code S2605A | |
| 9. Contractor SEILER INSTRUMENT AND MFG CO INC 170 E KIRKHAM AVE ST LOUIS MO 63119-1766 | | | Code 11934 | Facility Code | 10. Deliver To FOB Point By (Date) SEE SCHEDULE | | 11. Mark If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned |
| TYPE BUSINESS: Other Small Business Performing in U.S. | | | SCD C | PAS NONE | ADP PT HQ0339 | 12. Discount Terms | |
| 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 Contract Or Order Number |
| 16. T O Y R P D E E R O F | Delivery | Purchase | X | 13. Mail Invoices To See Block 15 | | | |
| 16. This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | | | | | | | |
| Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein. | | | | | | | |
| 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 | |
| <input type="checkbox"/> 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 KIND OF CONTRACT: Supply Contracts and Priced Orders | | | 20. Quantity Ordered/ Accepted* | 21. Unit | 22. Unit Price | 23. Amount |
| * If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | 24. United States Of America By: VICKI AHLGRIM /SIGNED/ AHLGRIMV@RIA.ARMY.MIL (309)782-3220 | | 25. Total 29. | \$63,327.00 |
| 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. <input type="checkbox"/> Partial <input type="checkbox"/> Final | 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 | | | | 31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | 32. Paid By | 34. Check Number | 35. Bill Of Lading No. |
| 37. Received At | 38. Received By | 39. Date Received | 40. Total Containers | 41. S/R Account No. | 42. S/R Voucher No. | | |

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Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

SUPPLEMENTAL INFORMATION

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

| | | |
|---|---|----------|
| 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)

| | | |
|---|---|----------|
| 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-CM-CR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: AMSTA-CM-CR@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)

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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)

6 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) 782-7603.

(END OF CLAUSE)

(AS7502)

PURCHASE ORDER FOR: The purchase of 57 each M90A3 ERLS Modified Direct Fire Scopes

TOTAL AMOUNT OF PURCHASE ORDER: \$63,327.00

This award is to purchase 57 each M90A3 ERLS Modified Direct Fire Scopes to be produced to support the Fire Control Update of the M119 Howitzer Program. As a result, the Section "C" of this purchase order is to be utilized to produce the telescopes minus light kits. After production, these telescopes will have ERLS light kits purchased under Delivery Order 0020 of Contract DAAE20-98-D-0054 applied and tested.

Mark invoice to state "Upon receipt of shipment notify Margaret Polchow".

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|----|-------------|--|--|--|--|
| 0001 | SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> | 57 | EA | \$ 1,111.00000 | \$ 63,327.00 | | | | | | | | | | | | | | | | | | |
| | NSN: 0000-00-000-0000 NOUN: M90A3 DIR FIRE SCP, MODIFIED SECURITY CLASS: Unclassified PRON: M10BC300M1 PRON AMD: 01 ACRN: AA AMS CD: 322036400373220 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance 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>W52H090213T760</td> <td>W52H1C</td> <td>M</td> <td></td> <td>3</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>57</td> <td>30-APR-2001</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1C) XR TRANS OFC ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0434/0000 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H090213T760 | W52H1C | M | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 57 | 30-APR-2001 | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | |
| 001 | W52H090213T760 | W52H1C | M | | 3 | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | |
| 001 | 57 | 30-APR-2001 | | | | | | | | | | | | | | | | | | | | | |

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Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | | | |
|---|-------------|------------------------|----------|
| 7 | 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 - TDPL 12599180 with revisions in effect as of 5 Oct 2000 (except as follows):

See attached

(CS6100)

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)

| | | | |
|---|-------------|---|----------|
| 8 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| 9 | 52.209-4512 | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994 |
| | TACOM-RI | | |

a. The first article shall consist of:

3 each M90 Straight Telescopes IAW all QAP requirements

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

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(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

10 52.246-4533 SURFACE QUALITY STANDARDS JUN/2000
TACOM-RI

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830, dated 9 Jan 97, are required to perform acceptance inspection under this contract and are available as listed in appendix I of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to Cdr-ARDEC, Attn AMSTA-AR-QAW-Q, Picatinny Arsenal NJ 07806-5000, transportation charges collect.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by Same as above. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract, the Contractor shall assure that the Government owned standards referenced in paragraph a above conform to the requirements of paragraph 3.3.5 of MIL-I-45607. Upon verification by a Government representative that the standards conform to the above requirements, the Contractor shall prepare the

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standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to -4-.

(End of Clause)

(ES6037)

11 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/2000
TACOM-RI ALTERNATE II

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

12 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
TACOM-RI PROCESS CONTROL (SPC))

(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:

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(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 herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

13 52.246-4527 WIPE TESTING FOR RADIOACTIVE MATERIAL SEP/1997
ACALA

a. The Contractor shall have an independent testing laboratory conduct wipe testing and analysis on the deliverable end item as described in the Statement of Work entitled "Radioactive Wipe Test Procedure". The sample for wipe testing may be submitted to the independent testing laboratory of the Contractor may request that an independent testing laboratory representative perform wipe testing at the Contractor's facility as long as the wipe tests are analyzed at the independent testing laboratory.

b. Wipe Test sampling shall be conducted as follows:

(1) A wipe test shall be performed on the entire First Article sample (if required) , or on the first production lot (if First Article Test is not required) per the table below. For purposes of this clause, a production lot is considered the monthly delivery schedule stipulated by the contract.

(2) From the production lots as defined above, a random sample shall be selected for wipe testing in accordance with the table below:

| Lot Size | Sample Size |
|-----------------|-------------|
| 1 - 30 | All |
| 31 - 50 | All |
| 51 - 100 | 40 |
| 101 - 200 | 41 |
| 201 - 300 | 43 |
| 301 - 400 | 44 |
| 401 - 2,000 | 45 |
| 2,001 - 100,000 | 75 |

c. Prior to selection of the wipe test sample, the lot shall have met all other contract requirements.

d. Failure of any sample unit to meet the allowable activity level of no more than 1,000 disintegrations per minute shall be cause for the Government to halt further product acceptance and for the Contractor to immediately perform a failure analysis and take corrective action. The failure analysis, in addition to isolating the root cause of the excessive activity level, shall include the Contractor's assessment, with rationale, as to the extent the condition is present in both in-process and delivered

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product (i.e., identification of the suspect items). The Contractor's corrective action shall address the positive measures taken to prevent recurrence of the condition in the future as well as corrective actions to be taken on all suspect product.

e. Both the failure analysis and corrective action shall be subject to review and approval by the Government prior to reinitiation of Government product acceptance.

f. The independent testing laboratory must be able to verify the performance of the instrumentation used to analyze the wipe tests. Documentation shall be provided in accordance with the Data Item Description.

(End of clause)

(ES7017)

14 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)

15 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 MAR/1997
 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

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MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ | OBLG | | | | JOB | | | |
|-------------|-----------------|-------------|-------------|----------------------------------|-----------------------------|---------------|-------------------|--------|------------------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> | | <u>ORDER</u> | <u>ACCOUNTING</u> | | <u>OBLIGATED</u> |
| | | | | | | <u>NUMBER</u> | <u>STATION</u> | | <u>AMOUNT</u> |
| 0001AA | M10BC300M1 | AA | 2 | 21 | 02033000006D6D02P32203626FB | S11116 | 076300 | W52H09 | \$ 63,327.00 |
| | 322036400373220 | | | | | | | | |
| | | | | | | | TOTAL | \$ | 63,327.00 |

| <u>SERVICE</u> | | | | | | <u>ACCOUNTING</u> | | <u>OBLIGATED</u> |
|----------------|----------------------|----------------------------------|-----------------------------|--------|--|-------------------|----|------------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | | | | <u>STATION</u> | | <u>AMOUNT</u> |
| Army | AA | 21 | 02033000006D6D02P32203626FB | S11116 | | W52H09 | \$ | 63,327.00 |
| | | | | | | TOTAL | \$ | 63,327.00 |

| | | |
|---------------------------|--|----------------------|
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Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

SPECIAL CONTRACT REQUIREMENTS

17 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
TACOM-RI

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 be 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)

18 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

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

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)

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| | | | |
|----|-----------------------|---|----------|
| 19 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 20 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 21 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 22 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 23 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 24 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| 25 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 26 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| 27 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| 28 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| 29 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| 30 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 31 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |
| 32 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | FEB/2001 |

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

Information to be inserted in Paragraph (c):

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

or

www.acq.osd.mil/dp/dars

| | | | |
|----|----------|---|----------|
| 33 | 52.209-3 | FIRST ARTICLE APPROVAL--CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II | JAN/1997 |
|----|----------|---|----------|

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall,

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upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

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

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

34 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)

35 252.211-7005 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 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:

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(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)