

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. Contract/Purch Order/Agreement No.</b>  DAAE20-02-A-0009	<b>2. Delivery Order/Call No.</b>	<b>3. Date Of Order/Call (YYYYMMDD)</b>  2002MAR11	<b>4. Requisition/Purch Request No.</b>  SEE SCHEDULE	<b>5. Priority</b>  DXA5
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<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-C IRENE MAWSON (309)782-3810 ROCK ISLAND IL 61299-7630  EMAIL: MAWSONI@RIA.ARMY.MIL	<b>Code</b>	W52H09	<b>7. Administered By (If other than 6)</b> DCMA ST LOUIS 1222 SPRUCE ST ST LOUIS MO 63103-2812	<b>Code</b>	S2605A	<b>8. Delivery FOB</b>  <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other  (See Schedule if other)
			<b>SCD A</b>	<b>PAS NONE</b>	<b>ADP PT HQ0339</b>	

<b>9. Contractor</b>  SEILER INSTRUMENT AND MFG CO INC 170 E KIRKHAM AVE ST LOUIS MO 63119-1766  Name and Address  TYPE BUSINESS: Other Small Business Performing in U.S.	<b>Code</b>	11934	<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 WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	<b>Code</b>	HQ0339	<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, 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				

<b>* 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.</b>	24. United States Of America  By: ROXANNE SPURGETIS /SIGNED/ SPURGETISR@RIA.ARMY.MIL (309)782-4886	25. Total	\$0.00
	Contracting/Ordering Officer	29. Differences	

<b>26. Quantity In Column 20 Has Been</b>  <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 _____	<b>27. Ship. No.</b>	<b>28. D.O. Voucher No.</b>	<b>30. Initials</b>	<b>32. Paid By</b>	<b>33. Amount Verified Correct For</b>
	<input type="checkbox"/> Partial <input type="checkbox"/> Final				<b>34. Check Number</b>
<b>36. I certify this account is correct and proper for payment</b>  Date _____ Signature And Title Of Certifying Officer _____	<b>31. Payment</b>  <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				<b>35. Bill Of Lading No.</b>

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:** SEILER INSTRUMENT AND MFG CO INC

## SUPPLEMENTAL INFORMATION

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.210-4500 TACOM-RI	NOTICE OF PHOSPHATE COATING REQUIREMENT	MAR/1988

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

## SUPPLEMENTAL INFORMATION

PLEASE NOTE, ADDRESS IN BLOCK 7 ON PAGE 1 WILL BE ADMINISTRATIVELY CHANGED AT A FUTURE DATE. BLOCK 7 ADDRESS SHOULD BE SAME AS BLOCK 6 ADDRESS.

## DESCRIPTION OF AGREEMENT:

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF TURRET AND FIRE CONTROL ITEMS.

A. YOUR ATTENTION IS DIRECTED TO ATTACHMENT 001 FOR A COMPLETE LISTING OF ITEMS THAT ARE INCLUDED IN THIS BPA.

B. SPECIFIC REQUIREMENTS SUCH AS SECTIONS C, and D RELATING TO INDIVIDUAL ITEMS BEING PURCHASED ARE INCLUDED AT ATTACHMENTS 002 THROUGH 023. THE CD ROM WITH DRAWINGS WILL BE MAILED ONCE THE BPA IS SIGNED BY THE CONTRACTORS.

C. NOTE SOME INDIVIDUAL ITEMS MAY HAVE REQUIREMENTS FOR PHOSPHATE COATING AND SOME MAY REQUIRE SOURCE CONTROL COMPONENTS.

2. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF CONTRACTING OFFICER) IN BLOCK (3) OF THIS BLANKET PURCHASE AGREEMENT (BPA) AND ENDS 30 DECEMBER 2005. BOTH PARTIES WITH AGREEMENT CAN EXTEND THE BPA. ALL WORK ORDERS UNDER THE BPA SHALL BE CONTINUED UNTIL THE WORK IS FINISHED AND THE ORDER IS PAID THE ORDER IS FINISHED.

3. MINIMUM ORDER: NONE

4. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.

5. PRICING:

THE PRICES TO THE GOVERNMENT SHALL BE AS LOW OR LOWER THAN THOSE CHARGED THE SUPPLIER'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNTS FOR PROMPT PAYMENT.

6. CALL LIMITATION:

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000, IF MADE VIA IMPAC CARD.  
WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000 EACH.

7. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- (1) NAME OF SUPPLIER
- (2) BLANK PURCHASE AGREEMENT NUMBER
- (3) DATE OF PURCHASE
- (4) ITEMIZED LIST OF SUPPLIES OR SERVICES FURNISHED
- (5) DELIVERY ORDER NUMBER

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

- (6) QUANTITY, UNIT PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS
- (7) DATE OF DELIVERY OR SHIPMENT

UPON DELIVERY, THE RECEIVING ACTIVITY WILL RETAIN ONE (1) COPY OF THE RELATED DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIER'S AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT THE INVOICE.

8. INVOICING:

IT IS EXPECTED THAT VENDOR WILL BILL VIA IMPAC. FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE UTILIZED PURSUANT TO THE VENDOR'S NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

A ORAL CALL USING CREDIT CARD, A DELIVERY ORDER WITH CREDIT CARD AS THE METHOD, AND A DELIVERY ORDER BEARING FUNDS ARE ALL USABLE.

9. DELIVERY (TRANSPORTATION) TERMS: ALL DELIVERIES SHALL BE FOB DESTINATION AT THE SHORTEST DELIVERY DATE POSSIBLE. THE DELIVERY DESTINATION WILL BE KNOWN WHEN ORDERS ARE PLACED AGAINST THIS BLANKET PURCHASE AGREEMENT.

10. INSPECTION AND ACCEPTANCE SHALL BE AT ORIGIN.

11. PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE CREDIT CARD (IMPAC-VISA), CALL, BUT THIS DOES NOT PROHIBIT WRITTEN ORDERS VIA DD155.

12. TACOM-ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. CONTRACTING OFFICERS, MS.CINDY PETERMAN, AND MS. ROXANNE SPURGETIS ARE THE ONLY AUTHORIZED INDIVIDUALS ABLE TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICERS FROM LATER DELEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000.00 PLACED VIA GOVERNMENT WIDE PURCHASE ORDER CARD (CWPC) CREDIT CARD:

MR. CHARLES E. SLACK (309) 782-6409 UP TO \$2,500.00 PER ORDER

13. VARIATION IN QUANTITY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

- 0% INCREASE
- 0% DECREASE

14. THIS BPA INCORPORATES CLAUSES BY REFERENCE AND IN FULL TEXT. INCORPORATION OF CLAUSES:

- FAR 52,232-8 (IF0327) DISCOUNTS FOR PROMPT PAYMENT (APR 1989)
- DFARS 252.225-7009 (IA0736) DUTY FREE ENTRY - QUALIFYING COUNTRY SOURCES AND SUBCONTRACTORS (DEC 1991)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER "NOTES"

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE	NOTES
FAR 52.222-20 (IF7114)	WALSH-HEALY PUBLIC CONTRACTS ACT	APR 1984	1
FAR 52.247-34 (FF0036)	F.O.B. DESTINATION	NOV 1991	2
FAR 52.247-48 (FF0038)	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEVIATION)	JUL 1995	2

APPLICABLE NOTES FOR THE ABOVE CLAUSES INCORPORATED BY REFERENCE

- 1. APPLIES WHEN THE CUMULATIVE OF ALL CALLS IS ANTICIPATED TO EXCEED \$10,000.00
- 2. APPLIES WHEN DELIVERY TERM IS F.O.B. DESTINATION

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (MUST BE FILLED IN)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

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MOD/AMD

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

(A) (1) THE NAICS CODES FOR THESE REQUIREMENTS ARE, 332995, 333923, 334419, 334514, 332212, 334511, 334515.

(2) THE SMALL BUSINESS STANDARD FOR ALL IS 500.

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUBMITS AN OFFER IN ITS OWN NAME, OTHER THAN ON A CONSTRUCTION OR SERVICE CONTRACT, BUT WHICH PROPOSES TO FURNISH A PRODUCT WHICH IT DID NOT ITSELF MANUFACTURE IS 500 EMPLOYEES.

(B) REPRESENTATIONS

(1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT A SMALL BUSINESS CONCERN.

(2) (COMPLETE ONLY IF OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT A SMALL DISADVANTAGES BUSINESS CONCERN.

(3) (COMPLETE ONLY IF OFFEROR REPRESENTS ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT A WOMAN-OWNED BUSINESS.

(C) DEFINITIONS. SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINANT IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (A) OF THIS PROVISION.

SMALL DISADVANTAGED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN THAT (1) AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY ONE OR MORE INDIVIDUALS WHO ARE BOTH SOCIALLY AND ECONOMICALLY DISADVANTAGED, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS., AND (2) HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY ONE OR MORE SUCH INDIVIDUALS. THIS TERM ALSO MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE OF THESE ENTITIES, WHICH HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY MEMBERS OF AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE, OR NATIVE HAWAIIAN ORGANIZATION, AND WHICH MEETS THE REQUIREMENTS OF 13 CFR PART 124.

WOMAN OWNED SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN--

(1) WHICH AT LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN OR, IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE OR MORE WOMEN; AND

(2) WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE WOMEN.

(D) NOTICE.

(1) IF THIS SOLICITATION IS FOR SUPPLIES AND HAS BEEN SET ASIDE, IN WHOLE OR IN PART, FOR SMALL BUSINESS CONCERNS THEN THE CLAUSE IN THIS SOLICITATION PROVIDING NOTICE OF THE SET ASIDE CONTAINS RESTRICTIONS ON THE SOURCE OF THE END ITEMS TO BE FURNISHED.

(2) UNDER 15 U.S.C. 645 (D), ANY PERSON WHO MISREPRESENTS A FIRMS STATUS AS A SMALL OR SMALL DISADVANTAGED BUSINESS CONCERN IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8 (D) FOR A DEFINITION OF PROGRAM ELIGIBILITY, SHALL--

(i) BE PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;

(ii) BE SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT; AND

(iii) BE INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY OF THE ACT.

## SECTION L

52.215-4511 ELECTRONIC AWARD NOTICE  
TACOM-RI

FEB/2002

ANY CONTRACT AWARDED AS A RESULT OF THIS BLANKET PURCHASE AGREEMENT (BPA) WILL BE POSTED TO THE INTERNET FOR DOWNLOADING AND PAPER COPIES WILL NOT BE DISTRIBUTED. THIS IS A MATERIAL CONDITION OF THE BPA AND BY SUBMISSION OF A BID OR PROPOSAL THE VENDOR AGREES TO ACCEPT AN ELECTRONIC AWARD TRANSMITTED IN THE MANNER DESCRIBED ABOVE.

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NOTICE OF AWARD TO THE AWARDEE WILL BE ISSUED ONLY VIA ELECTRONIC MAIL. VENDORS WHO WISH TO BE NOTIFIED IF THEY RECEIVED AN AWARD AS A RESULT OF THIS BPA MUST PROVIDE THEIR ELECTRONIC MAIL ADDRESS IN THE SPACE PROVIDED BELOW. IF THE VENDOR FAILS TO PROVIDE AN ELECTRONIC MAIL ADDRESS, THEN A SEPARATE NOTICE OF AWARD WILL NOT BE PROVIDED AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO PERIODICALLY CHECK THE INTERNET TO DETERMINE IF HE/SHE HAS RECEIVED AN AWARD. IN THIS EVENT, THE VENDOR'S FAILURE TO CHECK THE INTERNET AND DOWNLOAD A COPY OF THE AWARD IN A TIMELY MANNER SHALL NOT BE AN EXCUSE FOR FAILURE TO PERFORM OR GROUNDS FOR A DELIVERY SCHEDULE EXTENSION.

NOTICE OF AWARD TO UNSUCCESSFUL OFFERORS SHALL BE ISSUED ONLY VIA THE FEDERAL BUSINESS OPPORTUNITIES (FEDBUSOPPS) OR ELECTRONIC MAIL. VENDORS WHO WISH TO RECEIVE AN ELECTRONIC MAIL NOTICE IF THEY ARE UNSUCCESSFUL MUST PROVIDE AN ELECTRONIC MAIL ADDRESS IN THE SPACE PROVIDED BELOW. IF THE VENDOR FAILS TO PROVIDE AN ELECTRONIC MAIL ADDRESS, THEN A SEPARATE NOTICE WILL NOT BE PROVIDED, AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO PERIODICALLY CHECK THE FEDBUSOPPS TO DETERMINE IF AN AWARD HAS BEEN MADE. IN THIS EVENT, THE VENDOR'S FAILURE TO CHECK THE FEDBUSOPPS TO DETERMIN IF AN AWARD HAS BEEN MADE SHALL NOT CONSTITUTE GROUNDS FOR AN EXTENSION OF THE TEN (10) DAY PROTEST PERIOD ALLOWED IN REGULATION.

VENDOR'S ELECTRONIC MAIL ADDRESS

(END OF PROVISION)

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

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing SEE SECTION J FOR ATTACHMENT NUMBER with revisions in effect AND DATES (except as follows):

(CS6100)

3	52.210-4501	PHOSPHATE COATING REQUIREMENT	MAR/2001
	TACOM-RI		

THE CLAUSE BELOW APPLIES TO PART NUMBERS 9338574 AND 12312413.

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CAC-C IRENE MAWSON, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

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

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

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

4	52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
	TACOM-RI		

(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 .

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

(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)

**PACKAGING AND MARKING**

WHEN RECEIVING AN ORDER, PLEASE SEE THE REFERENCED ATTACHMENT IN SECTION J, WITH THE PART NUMBER BEING ORDERED FOR THE SECTION D INPUT.

\*\*\* END OF NARRATIVE D 001 \*\*\*

**INSPECTION AND ACCEPTANCE**

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

5	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
6	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

THE CLAUSE BELOW APPLIES TO ALL REQUIREMENTS LISTED IN ATTACHMENT 1 OF SECTION J.

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
( )	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS	ISO 9001: 2000	13 DEC 00	WITH PARAGRAPHS 7.2, 7.3, 7.4, 7.5.1 AND 7.5.2 EXCLUDED
( )	QUALITY SYSTEMS - MODEL FOR QA	ISO 9003	18 JUL 94	UNTAILORED

(End of clause)

(EF6002)

**DELIVERIES OR PERFORMANCE**

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

8	52.247-34	F.O.B. DESTINATION	NOV/1991
9	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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10 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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SPECIAL CONTRACT REQUIREMENTS

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

11	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
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(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 mawsoni@ria.army.mil. The data fax number for submission is (309) 782-0717, ATTN: IRENE MAWSON.

(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)

CONTRACT CLAUSES

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

12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
13	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
14	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
15	52.222-3	CONVICT LABOR	AUG/1996
16	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
17	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
18	52.232-18	AVAILABILITY OF FUNDS	APR/1984
19	52.233-1	DISPUTES	DEC/1998
20	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
21	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
22	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
23	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
24	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
25	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
26	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
27	252.232-7009 DFARS	MANADATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD	JUL/2000
28	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	FEB/2002

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

Information to be inserted in Paragraph (c):

http://www.arnet.gov/far/  
or  
www.acq.osd.mil/dp/dars

(IF8001)

29            52.219-5            VERY SMALL BUSINESS SET-ASIDE            MAR/1999

THIS CLAUSE APPLIES WHEN ORDERS EXCEED \$2,500 AND ARE NOT GREATER THAN \$50,000.00. THE FILL INS WILL BE ENTERED AT TIME OF OEDER.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. As used in this clause, the term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific islands, and the District of Columbia.

(End of clause)

IF6038)

30            52.219-5            VERY SMALL BUSINESS SET-ASIDE - ALTERNATE II            MAR/1999

THIS CLAUSE APPLIES WHEN THE TOTAL AMOUNT OF CONTRAT DOES NOT EXCEED \$25,000.00. FILL INS WILL BE ADDED AT THE TIME OF ORDERS.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by domestic firms in the United States. As used in this clause, the term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific islands, and the District of Columbia.

(End of clause)

(IF6040)

31            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-A-0009 <b>MOD/AMD</b>	<b>Page 11 of 12</b>
<b>Name of Offeror or Contractor:</b> SEILER INSTRUMENT AND MFG CO INC		

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

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

(End of clause)

(IF7114)

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

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MOD/AMD

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

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	29-OCT-2001	002	
Attachment 001	LIST OF ALL ATTACHMENTS		001	
Attachment 002	1015-01-204-2686, 12310601 SECTION C,D	31-AUG-2001	002	
Attachment 003	1015-01-210-3709, 9377014 SECTION C,D	21-AUG-2001	002	
Attachment 004	3940-00-480-5662, 11658914 SECTION C,D	20-AUG-2001	002	
Attachment 005	3940-01-204-2698, 12304897 SECTION C,D	23-AUG-2001	002	
Attachment 006	4931-01-083-2057, 12284857 SECTION C,D	20-AUG-2001	002	
Attachment 007	4931-01-152-9871, 50022720 SECTION C,D	28-AUG-2001	003	
Attachment 008	4933-01-083-2049, 12284852 SECTION C,D	10-SEP-2001	002	
Attachment 009	4933-01-108-4933, 12284836 SECTION C,D	23-AUG-2001	002	
Attachment 010	4933-01-143-9377, 12283441 SECTION C,D	23-AUG-2001	002	
Attachment 011	4933-01-204-8684, 12529637 SECTION C,D	20-AUG-2001	002	
Attachment 012	4933-01-295-8135, 12548277 SECTION C,D	24-AUG-2001	003	
Attachment 013	4933-01-346-1791, 12929350 SECTION C,D, ECP L9T1001	18-SEP-2001	094	
Attachment 014	5120-01-204-2693, 9338574 SECTION C,D	20-AUG-2001	002	
Attachment 015	5180-01-203-8310, 12283443 SECTION C,D	29-AUG-2001	002	
Attachment 016	5180-01-203-8552, 12316127 SECTION C,D	20-AUG-2001	002	
Attachment 017	5180-01-204-2702, 9338573 SECTION C,D	30-AUG-2001	003	
Attachment 018	5180-01-204-2703, 12312413 SECTION C,D	19-OCT-2001	004	
Attachment 019	5180-01-206-0801, 12305099 SECTION C,D	18-SEP-2001	004	
Attachment 020	5180-01-206-0856, 12321231 SECTION C,D	24-SEP-2001	002	
Attachment 021	5855-01-294-9890, 5002738 SECTION C,D	22-AUG-2001	002	
Attachment 022	6625-01-206-0081, 12283472 SECTION C,D	29-AUG-2001	002	
Attachment 023	6625-01-206-0082, 12283625 SECTION C,D	24-AUG-2001	002	
Attachment 024	DOCUMENT SUMMARY LIST		002	