

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> DAAE20-03-P-0089				<b>2. DELIVERY ORDER/CALL NO.</b>		<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2003MAR26		<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE		<b>5. PRIORITY</b> DOA5							
<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CFA-C DANNIE TOLER (309)782-6096 ROCK ISLAND IL 61299-7630 EMAIL: TOLERD@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>9. CONTRACTOR</b> SEILER INSTRUMENT AND MFG CO INC 170 E KIRKHAM AVE ST LOUIS MO 63119-1766 NAME AND ADDRESS				<b>CODE</b> 11934		<b>FACILITY</b>		<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE		<b>8. DELIVERY FOB</b> <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)							
<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> NONE		<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15		<b>14. SHIP TO</b> SEE SCHEDULE		<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381							
<b>16. TYPE OF ORDER</b> DELIVERY/ CALL PURCHASE X				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.													
<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE				<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>													
<b>NAME OF CONTRACTOR</b>				<b>SIGNATURE</b>				<b>TYPED NAME AND TITLE</b>				<b>DATE SIGNED (YYYYMMDD)</b>					
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:																	
<b>18. ITEM NO.</b>																	
<b>19. SCHEDULE OF SUPPLIES/SERVICE</b> SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders																	
<b>20. QUANTITY ORDERED/ACCEPTED*</b>																	
<b>21. UNIT</b>																	
<b>22. UNIT PRICE</b>																	
<b>23. AMOUNT</b>																	
<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>										<b>24. UNITED STATES OF AMERICA</b> VICKI AHLGRIM /SIGNED/ AHLGRIMV@RIA.ARMY.MIL (309) 782-3220		<b>25. TOTAL</b> \$27,000.00					
<b>27a. 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										<b>26. DIFFERENCES</b>							
<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>						<b>c. DATE (YYYYMMDD)</b>			<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>								
<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>						<b>28. SHIP. NO.</b>			<b>29. D.O. VOUCHER NO.</b>			<b>30. INITIALS</b>					
<b>f. TELEPHONE NUMBER</b>						<b>g. E-MAIL ADDRESS</b>						<b>31. PAID BY</b> <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<b>32. AMOUNT VERIFIED CORRECT FOR</b>		
<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>						<b>31. PAYMENT</b> <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<b>33. CHECK NUMBER</b>			<b>34. BILL OF LADING NO.</b>					
<b>a. DATE (YYYYMMDD)</b>			<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>														
<b>37. RECEIVED AT</b>			<b>38. RECEIVED BY (Print)</b>			<b>39. DATE RECEIVED (YYYYMMDD)</b>			<b>40. TOTAL CONTAINERS</b>			<b>41. S/R ACCOUNT NUMBER</b>			<b>42. S/R VOUCHER NO.</b>		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-P-0089 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 17
<b>Name of Offeror or Contractor:</b> SEILER INSTRUMENT AND MFG CO INC		

SUPPLEMENTAL INFORMATION

<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)

(AS7006)

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

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)

(AS7008)

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	PIIN/SIIN DAAE20-03-P-0089	MOD/AMD	

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

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/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)

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) 782-6591.

(END OF CLAUSE)

(AS7502)

THIS PURCHASE ORDER IS FOR 12 EACH RECONDITIONED AIMING CIRCLES. THESE AIMING CIRCLES SHALL BE RECONDITIONED IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK. SHIPPING SHALL BE FOB DESTINATION. PACKAGING SHALL BE A/A.

THE SHIP TO FOR CLIN 0001AA IS:

BAE00W  
DANIEL F. YOUNG, INC.  
176-20 147TH AVENUE  
JAMAICA, NY 11434

THE SHIP TO FOR CLIN 0001AB IS:

INDIA FMS CONSOLIDATION  
COMMANDER (CODE B882/3)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 17****PIIN/SIIN** DAAE20-03-P-0089**MOD/AMD****Name of Offeror or Contractor:** SEILER INSTRUMENT AND MFG CO INC

ATTN: JACK KULJU (760) 577-7438  
WAREHOUSE 405, WEST END  
MCLB BARSTOW, CA 92311-5050

EARLY DELIVERY IS ACCEPTABLE IF AT NO COST TO THE GOVERNMENT.

TWELVE EACH GOVERNMENT FURNISHED TRIPODS REQUIRING REFURBISHMENT, NSN 1290-00-346-8148, PART NO. 8242777, WILL BE DELIVERED TO SEILER INSTRUMENT NO LATER THAN 15 MAY 03.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0089 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 6675-01-067-0687 FSCM: 19200 PART NR: 11785090 SECURITY CLASS: Unclassified																																		
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>  NOUN: SURVEYING SET, FIELD PRON: J52AAC11M1 PRON AMD: 02 ACRN: AA AMS CD: IAB020 CUSTOMER ORDER NO: J52W5980DC01 FMS CASE IDENTIFIER: AE-B-IAB  MARK FOR: BAEAOO SHIP TO: BAE00W  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BAEA4521909006</td> <td>BAE00W</td> <td>L</td> <td>BAEA00</td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>BAE00E</td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>2</td> <td>10-SEP-2003</td> </tr> </table> FOB POINT: Destination  SHIP TO: <u>Contact DCMA for shipping instructions</u>  MARK FOR: GHQ UAE ARMED FORCES GENERAL STORES DIRECTORATE MF HAWK PROJECT SWEIHAN PO BOX 2805 ABU DHABI UNITED ARAB EMIRATES  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0089/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BAEA4521909006	BAE00W	L	BAEA00	3		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>						BAE00E		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	10-SEP-2003	2	EA	\$ 2,250.00000	\$ 4,500.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	BAEA4521909006	BAE00W	L	BAEA00	3																														
	<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>																															
				BAE00E																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	2	10-SEP-2003																																	
0001AB	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>	10	EA	\$ 2,250.00000	\$ 22,500.00																														

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0089 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>NOUN: SURVEYING SET, FIELD                      PRON: J52AAC21M1 PRON AMD: 02 ACRN: AB                      AMS CD: UMJ042                      CUSTOMER ORDER NO: J52W5979DC01                      FMS CASE IDENTIFIER: IN-B-UMJ</p> <p>MARK FOR: BIN002                      SHIP TO: BXWUMJ</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BIN04521969015</td> <td>BXWUMJ</td> <td>C</td> <td>BIN002</td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>10</td> <td>10-SEP-2003</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: INDIA FMS CONSOLIDATION                      COMMANDER CODE B882 3                      WAREHOUSE 405 WEST END                      MCLB BARSTOW CA 92311-5050</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-P-0089/0000</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BIN04521969015	BXWUMJ	C	BIN002	2	DEL REL CD	QUANTITY	DEL DATE	001	10	10-SEP-2003				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001	BIN04521969015	BXWUMJ	C	BIN002	2																		
DEL REL CD	QUANTITY	DEL DATE																					
001	10	10-SEP-2003																					

**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

## 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 Statment Of Work (SOW).

(CS6100)

## PACKAGING AND MARKING

8 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) FEB/2000  
TACOM-RI

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15DEC99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY

Level of Packing: A

Quantity Per Unit Package: 001

SPI Number: P11785090, Rev B, Dated 6 Apr 95

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15MAY97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: Delete MIL-P-116 and MIL-P-14232 and replace with MIL-STD-2073-1. Delete PPP-T-76 and replace with ASTM D5486. Delete MIL-B-117 and replace with MIL-DTL-117. Optics shall be cleaned and dried as follows: loose particles of dust shall be removed from the surface3 of the optical elements with a camel hair brush. The surfaces shall be wiped with a circular motion using cotton, lens tissue paper or freshly laundered cheesecloth which is saturated with alcohol. CAUTION: only lens tissue paper or batiste cloth shall be used to clean plastic elements. The surfaces shall be dried by wiping with clean cotton, lens paper or freshly laundered cheese cloth. A swab shall be made by wrapping one piece of lens tissue paper around the end of an orange stick or equal. One or two drops of alcohol shall be added on the tip of the swab. Exert light downward pressure on the swab end while moving in a circular motion beginning at the center of the polished surface. Increase radius of swabbing area until there is no trace of dirt, lint, or smears on the swabbed surface. A rubber syringe shall be used as bellows to remove any particles remaining on the cleaned surface.

All non-manufactured wood use in packaging shall be heat treated to a core temperature of 56 degrees celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet.

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

(End of clause)

(DS6411)

**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](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)

9	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
10	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 shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
( )	Quality Systems - Model for QA	ISO 9002	1994	Untailored

(End of clause)

(EP6002)

11	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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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.

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(End of Clause)

(ES7012)

**DELIVERIES OR PERFORMANCE**

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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.

(FA7001)

12	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
13	52.247-34	F.O.B. DESTINATION	NOV/1991
14	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
15	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
16	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)

17	52.247-4531	COGNIZANT TRANSPORTATION OFFICER TACOM-RI	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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## CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG		ACCOUNTING CLASSIFICATION			JOB	ACCOUNTING	OBLIGATED
ITEM	AMS_CD	ACRN	STAT				ORDER	STATION	AMOUNT
							NUMBER		
0001AA	J52AAC11M1	AA	2	9711	X8242AEO1X6V6V01IAB	02026KBAES11116	2JJC20	W52H09	\$ 4,500.00
	IAB020								
0001AB	J52AAC21M1	AB	2	9711	X8242INO1X6V6V01UMJ	04226KBINS11116	2JJC21	W52H09	\$ 22,500.00
	UMJ042								
								TOTAL	\$ 27,000.00

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION			ACCOUNTING	OBLIGATED
NAME					STATION	AMOUNT
Army	AA	9711	X8242AEO1X6V6V01IAB	02026KBAES11116	W52H09	\$ 4,500.00
Army	AB	9711	X8242INO1X6V6V01UMJ	04226KBINS11116	W52H09	\$ 22,500.00
					TOTAL	\$ 27,000.00

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

**SPECIAL CONTRACT REQUIREMENTS**

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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)

18	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
19	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed for use in the performance of this contract:

FIRE CONTROL TRIPOD, NSN 1290-00-346-8148, PN 8242777.

(b) The property shall be delivered to: Seiler Instrument and Mfg. Co. Inc., 170 E. Kirkham Av, St. Louis, MO 63119-1766.

(c) If the property is not received, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

20	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 [tolerd@ria.army.mil](mailto:tolerd@ria.army.mil). The data fax number for submission is (309) 782-1931, ATTN: AMSTA-LC-CFAC.

(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: U.S. Army Security Assistance Center, ATTN: DRSA COP, 3rd Street and M Ave., Bldg. 54 New Cumberland Army Depot New Cumberland, PA 17070

(End of Clause)

(HS6510)

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21            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**

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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)

22	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
23	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
24	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
26	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
27	52.243-1	CHANGES - FIXED PRICE	AUG/1987
28	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
29	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
30	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
31	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
32	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		

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33	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
34	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
35	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
36	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
37	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
38	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
39	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/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)

40 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)

41 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003  
DFARS

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

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2/7.2.6/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.

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

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF WORK		001	