

|                       |   |             |              |
|-----------------------|---|-------------|--------------|
| <b>AWARD/CONTRACT</b> | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA5 | Page 1 Of 26 |
|-----------------------|---|-------------|--------------|

|   |                                |   |
|---|--------------------------------|---|
| 2. Contract (Proc. Inst. Ident) No.<br>W52H09-04-C-0091 | 3. Effective Date<br>2004JUL01 | 4. Requisition/Purchase Request/Project No.<br>SEE SCHEDULE |
|---|--------------------------------|---|

|   |                |   |                |
|---|----------------|---|----------------|
| 5. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-B<br>CAROL S STAIB (309)782-7114<br>ROCK ISLAND IL 61299-7630 | Code<br>W52H09 | 6. Administered By (If Other Than Item 5)<br>DCMA CHICAGO<br>1523 WEST CENTRAL ROAD BLDG 203<br>ARLINGTON HEIGHTS IL 60005-2451 | Code<br>S1403A |
| e-mail address: STAIBC@RIA.ARMY.MIL   |                | SCD A PAS NONE  | ADP PT HQ0339  |

|   |   |
|---|---|
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)<br>SEILER INSTRUMENT & MANUFACTURING CO., INC.<br>170 E. KIRKHAM AVENUE<br>ST LOUIS, MO. 63119-1791<br><br>TYPE BUSINESS: Other Small Business Performing in U.S. | 8. Delivery<br><input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE |
|   | 9. Discount For Prompt Payment<br>NET 30 DAYS   |
|   | 10. Submit Invoices (4 Copies Unless Otherwise Specified)   |
| Code 11934  | Facility Code   |
|   | Item 12<br>To The Address Shown In:   |

|                                      |      |   |                |
|--------------------------------------|------|---|----------------|
| 11. Ship To/Mark For<br>SEE SCHEDULE | Code | 12. Payment Will Be Made By<br>DFAS COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381 | Code<br>HQ0339 |
|--------------------------------------|------|---|----------------|

|   |  |
|---|--|
| 13. Authority For Using Other Than Full And Open Competition:<br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) | 14. Accounting And Appropriation Data<br>ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09 |
|---|--|

|   |  |               |           |                 |             |
|---|--|---------------|-----------|-----------------|-------------|
| 15A. Item No.<br>SEE SCHEDULE               | 15B. Schedule Of Supplies/Services<br>CONTRACT TYPE:<br>Firm-Fixed-Price | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
| 15G. Total Amount Of Contract  \$113,950.00 |  |               |           |                 |             |

| 16. Table Of Contents |         |                                       |         |   |         |   |         |
|-----------------------|---------|---------------------------------------|---------|---|---------|---|---------|
| (X)                   | Section | Description                           | Page(s) | (X)   | Section | Description   | Page(s) |
| Part I - The Schedule |         |                                       |         | Part II - Contract Clauses                                    |         |   |         |
| X                     | A       | Solicitation/Contract Form            | 1       | X   | I       | Contract Clauses  | 20      |
| X                     | B       | Supplies or Services and Prices/Costs | 7       | Part III - List Of Documents, Exhibits, And Other Attachments |         |   |         |
| X                     | C       | Description/Specs./Work Statement     | 10      | X   | J       | List of Attachments   | 26      |
| X                     | D       | Packaging and Marking                 | 11      | Part IV - Representations And Instructions                    |         |   |         |
| X                     | E       | Inspection and Acceptance             | 13      |   | K       | Representations, Certifications, and Other Statements of Offerors |         |
| X                     | F       | Deliveries or Performance             | 16      |   | L       | Instrs., Conds., and Notices to Offerors                          |         |
| X                     | G       | Contract Administration Data          | 17      |   | M       | Evaluation Factors for Award                                      |         |
| X                     | H       | Special Contract Requirements         | 18      |   |         |   |         |

**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

|  |   |
|--|---|
| 17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>W52H0904R0029</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|--|---|

|  |   |
|--|---|
| 19A. Name And Title Of Signer (Type Or Print)        | 20A. Name Of Contracting Officer<br>ELYSE E MEADE<br>MEADEE2@RIA.ARMY.MIL (309)782-5789 |
| 19B. Name of Contractor                              | 20B. United States Of America   |
| 19c. Date Signed                                     | 20C. Date Signed<br>2004JUL01   |
| By _____<br>(Signature of person authorized to sign) | By _____ /SIGNED/<br>(Signature of Contracting Officer)                                 |

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

SECTION A - SUPPLEMENTAL INFORMATION

NOUN: ROTOR FEEDER ASSEMBLY  
 NSN: 4320-01-436-2802  
 P/N: 12524539

1. THIS ORDER IS AWARDED FOB DESTINATION.
2. PAGES 29 THROUGH 38 (SECTIONS K, L, AND M) ARE INCORPORATED BY REFERENCE AND ARE NOT PROVIDED.
3. THIS AWARD WILL REQUIRE IAW ENCLOSED DD FORM 1423 DOCUMENTATION, SUBMISSION OF THE FOLLOWING:  
  
\*ACCEPTANCE INSPECTION EQUIPMENT (AIE)
4. ALL CLAUSES REFERRING TO FIRST ARTICLE TEST REPORTS DO NOT APPLY TO THIS ORDER.
5. EARLIER DELIVERY IS ACCEPTABLE AT NOT COST TO EITHER PARTY.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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

|     |  |          |
|-----|--|----------|
| A-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.

(End of Clause)

(AA7020)

|     |  |          |
|-----|--|----------|
| A-2 | 52.201-4501      NOTICE ABOUT TACOM-RI OMBUDSMAN<br>TACOM-RI | APR/2002 |
|-----|--|----------|

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.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52H09-04-C-0091

**MOD/AMD**

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

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)

A-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)

A-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<br>SPEC/STANDARD | LOCATION OF<br>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.

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 26</b> |
|                           | PIIN/SIIN W52H09-04-C-0091                       | MOD/AMD             |

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

(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)

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

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

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

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

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

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

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

(End of clause)

(AS7004)

A-6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

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**Reference No. of Document Being Continued**

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**PIIN/SIIN** W52H09-04-C-0091

**MOD/AMD**

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Rd 2-1SE3401  
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875  
Voice Number (703) 806-8762

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)

A-7 52.243-4510 DIRECT VENDOR DELIVERY  
TACOM-RI

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

(AS7012)

NOUN: ROTOR FEEDER ASSEMBLY  
NSN: 4320-01-436-2802  
P/N: 12524539

\*\*\*NOTE: "COMPLIANCE WITH THE QA STANDARD IDENTIFIED IN CLAUSE EF6002 IS MANDATORY, AND WILL BE CONSIDERED AN ELEMENT OF RESPONSIBILITY FOR THIS PROCUREMENT. A CONTRACT WILL BE AWARDED ONLY TO A CONTRACTOR WHO HAS EVIDENCED COMPLIANCE WITH THE REQUIRED STANDARD BEFORE AWARD.

1. OFFERORS ARE CAUTIONED TO CAREFULLY REVIEW DRAWINGS AND MATERIAL ACCEPTANCE REQUIREMENTS FOR THIS ITEM. COSTS ASSOCIATED WITH REFINEMENT OF MANUFACTURING PROCESSES AND THE DEVELOPMENT OF EFFECTIVE QUALITY CONTROL PROCEDURES SHOULD NOT BE OVERLOOKED.
2. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
3. DATAFAX NUMBER FOR AMSTA-LC-CSC-B IS 309-782-6346
4. REQUEST YOU CERTIFY TO CLAUSES IN SECTION K, L AND M.
5. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
6. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
7. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 26****PIIN/SIIN** W52H09-04-C-0091**MOD/AMD****Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

8. PLEASE PROVIDE YOUR EMAIL ADDRESS: \_\_\_\_\_

9. 100% OPTION IS REQUIRED.

10. A FIRST ARTICLE TEST REPORT IS REQUIRED SEE SECTION E.

11. ACCEPTANCE INSPECTION EQUIPMENT IS REQUIRED SEE SECTION E.

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-C-0091 MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT & MANUFACTURING CO., INC.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |              |              |
| 0001    | NSN: 4320-01-436-2802<br>FSCM: 19200<br>PART NR: 12524539<br>SECURITY CLASS: Unclassified  |          |      |              |              |
| 0001AC  | <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: ROTOR,FEEDER ASSEMB<br/>                     PRON: M131V695M1 PRON AMD: 02 ACRN: AA<br/>                     AMS CD: 070011H8GUN</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     002 W52H093262A618 W62G2T J 1</p> <p><u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 56 28-JAN-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN<br/>                     25600 S CHRISMAN ROAD<br/>                     REC WHSE 10 PH 209 839 4307<br/>                     TRACY CA 95304-5000</p> <p>DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     003 W52H093262A619 W45G19 J 1</p> <p><u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 30 28-JAN-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W45G19) XR W390 RED RIVER MUNITIONS CTR<br/>                     HIGHWAY 82 WEST CL V TPF<br/>                     GATE 44 BLDG 184<br/>                     TEXARKANA TX 75507-5000</p> | 86       | EA   | \$ 530.00000 | \$ 45,580.00 |
| 0001AE  | <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>   | 129      | EA   | \$ 530.00000 | \$ 68,370.00 |

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: SEILER INSTRUMENT & MANUFACTURING CO., INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE          | AMOUNT              |
|---------|---|----------|------|---------------------|---------------------|
| 0002    | <p>NOUN: ROTOR,FEEDER ASSEMB<br/>                     PRON: M131V696M1 PRON AMD: 02 ACRN: AA<br/>                     AMS CD: 070011H8GUN</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     002 W52H093262A621 W62G2T J 1<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 84 28-JAN-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN<br/>                     25600 S CHRISMAN ROAD<br/>                     REC WHSE 10 PH 209 839 4307<br/>                     TRACY CA 95304-5000</p> <p>DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     003 W52H093262A622 W45G19 J 1<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 45 28-JAN-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W45G19) XR W390 RED RIVER MUNITIONS CTR<br/>                     HIGHWAY 82 WEST CL V TPF<br/>                     GATE 44 BLDG 184<br/>                     TEXARKANA TX 75507-5000</p> <p><u>CDRL</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Destination</p> <p>SEQUENCE A001 THRU A004</p> <p>Contractor will prepare and deliver the</p> |          |      | <p>\$ ** NSP **</p> | <p>\$ ** NSP **</p> |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIN** W52H09-04-C-0091 **MOD/AMD**

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**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative F001)</p> |          |      |            |        |

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0091 <b>MOD/AMD</b> | <b>Page 10 of 26</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| Regulatory Cite                | Title                  | Date     |
|--------------------------------|------------------------|----------|
| C-1<br>52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |

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 12524539 with revisions in effect as of 29 SEP 03 (except as follows):

THE FOLLOWING "LIM" DRAWINGS SHALL BE DISTRIBUTION STATEMENT C:

- 12524558 SH 1-3
- 12524758 SH 1
- 12524898 SHT 1-2
- 12524899 SH 1-2
- 12524932 SH 1-2

ALL QARs: DELETE - AQLS  
SUBSTITUTE - MIL-STD-1916 VL IV FOR MAJOR AND MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS.

(CS6100)

|                                |   |          |
|--------------------------------|---|----------|
| C-2<br>52.210-4511<br>TACOM-RI | STATEMENT OF WORK - OZONE DEPLETING CHEMICALS | MAR/1994 |
|--------------------------------|---|----------|

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

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

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

N/A

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

N/A

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

(End of Clause)

(CS6191)

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

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PIIN/SIIN W52H09-04-C-0091

MOD/AMD

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

## SECTION D - PACKAGING AND MARKING

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

|     |             |   |          |
|-----|-------------|---|----------|
| D-1 | 52.211-4501 | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | FEB/2004 |
|-----|-------------|---|----------|

A. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: ONE EACH  
SPI Number: 12524539, REV A, DATED 02-03-19

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 be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. 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;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

C.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

C.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

C.4. Military Shipping Label. Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used 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/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability 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. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

E. 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 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 provides the PCO and ACO with notification 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 PCO and ACO. The Government reserves the right to require testing to validate alternate industrial preservation methods,

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 12 of 26</b> |
|   | PIIN/SIIN W52H09-04-C-0091<br>MOD/AMD            |                      |
| <b>Name of Offeror or Contractor:</b> SEILER INSTRUMENT & MANUFACTURING CO., INC. |  |                      |

materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials:

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments)

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations. Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

G. SUPPLEMENTAL INSTRUCTIONS: N/A-

(End of clause)

(DS6419)

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

SECTION E - 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)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES               | APR/1984    |
| E-3 | 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 MANAGEMENT SYSTEMS - REQUIREMENTS | ISO 9001:2000 | 13 dec 00 | TAILORED BY EXCLUDING PARAGRAPH 7.3 |

(End of clause)

(EF6002)

|     |             |   |          |
|-----|-------------|---|----------|
| E-4 | 52.209-4512 | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAR/2001 |
|     | TACOM-RI    |   |          |

a. The first article shall consist of:

QTY 3 EACH, P/N: 12524539 MAKE TO ALL THE REQUIREMENTS OF THE TDP AND QARS

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 applicable to this procurement.

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.

(5) Onetime qualification tests, which are defined as a one-time 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.

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**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

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. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.

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 additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5            52.209-4513            FIRST ARTICLE CONFIRMATORY TEST            MAY/1994  
                  TACOM-RI

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

| QUANTITY | ITEM NOMENCLATURE | DRAWING  |
|----------|-------------------|----------|
| 3 EACH   | ROTOR, FEEDER     | 12524539 |

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: TO PCO.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: TACOM-RI, AMSTA-AR-QAW-S, MS. MARLYS KLINDT, ROCK ISLAND, IL 61299-7300.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

E-6            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

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 15 of 26</b> |
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| <b>Name of Offeror or Contractor:</b> SEILER INSTRUMENT & MANUFACTURING CO., INC. |  |                      |

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)

E-7            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT (AIE)            MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0091 <b>MOD/AMD</b> | <b>Page 16 of 26</b> |
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**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK                                 | APR/1984    |
| F-2 | 52.247-29              | F.O.B. ORIGIN  | JUN/1988    |
| F-3 | 52.247-34              | F.O.B. DESTINATION                                       | NOV/1991    |
| F-4 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT                | FEB/1999    |
| F-5 | 52.247-61              | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS                | APR/1984    |
| F-6 | 52.247-65              | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991    |
| F-7 | 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.

(End of Clause)

(FF7020)

|     |                         |                                  |          |
|-----|-------------------------|----------------------------------|----------|
| F-8 | 52.247-4531<br>TACOM-RI | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|-----|-------------------------|----------------------------------|----------|

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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

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

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

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

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

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

(End of Clause)

(FS7240)

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM  | OBLG<br>ACRN | STAT | ACCOUNTING CLASSIFICATION |              | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|---------------------------|--------------|------|---------------------------|--------------|------------------------|-----------------------|---------------------|
| 0001AC | M131V695M1<br>070011H8GUN | AA           | 2    | 97                        | X4930AC6G 6D | 26FB S11116            | W52H09 \$             | 45,580.00           |
| 0001AE | M131V696M1<br>070011H8GUN | AA           | 2    | 97                        | X4930AC6G 6D | 26FB S11116            | W52H09 \$             | 68,370.00           |
|        |                           |              |      |                           |              |                        | TOTAL                 | \$ 113,950.00       |

| SERVICE<br>NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION |              | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |               |
|-----------------|---------------|---------------------------|--------------|------------------------|-----------------------|---------------------|---------------|
| Army            | AA            | 97                        | X4930AC6G 6D | 26FB S11116            | W52H09                | \$ 113,950.00       |               |
|                 |               |                           |              |                        |                       | TOTAL               | \$ 113,950.00 |

| Regulatory Cite                | Title                         | Date     |
|--------------------------------|-------------------------------|----------|
| G-1<br>52.232-4500<br>TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS | AUG/1997 |

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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.

(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                     | MAY/2002    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA     | MAR/2000    |
| H-3 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001    |

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is STAIBC@RIA.ARMY.MIL. The data fax number for submission is 309-7826346, ATTN: AMSTA-LC-CSC-B/CAROL S. STAIB.

(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)

|  |                                  |  |          |
|--|----------------------------------|--|----------|
|  | H-4      52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|--|----------------------------------|--|----------|

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: \_\_\_\_\_

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**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

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)

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

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**Name of Offeror or Contractor:** SEILER INSTRUMENT & MANUFACTURING CO., INC.

## SECTION I - CONTRACT CLAUSES

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | JUN/2004    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-5  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-6  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/2003    |
| I-7  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-8  | 52.209-6               | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995    |
| I-9  | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000    |
| I-10 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-11 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| I-12 | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  | JUN/2003    |
| I-13 | 52.222-19              | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES   | JUN/2004    |
| I-14 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-15 | 52.222-26              | EQUAL OPPORTUNITY   | APR/2002    |
| I-16 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| I-17 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-18 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| I-19 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)   | JAN/2004    |
| I-20 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | APR/2003    |
| I-21 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-22 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-23 | 52.232-11              | EXTRAS  | APR/1984    |
| I-24 | 52.232-17              | INTEREST  | JUN/1996    |
| I-25 | 52.232-18              | AVAILABILITY OF FUNDS   | APR/1984    |
| I-26 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| I-27 | 52.232-25              | PROMPT PAYMENT  | OCT/2003    |
| I-28 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-29 | 52.233-1               | DISPUTES  | JUL/2002    |
| I-30 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-31 | 52.242-10              | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE   | APR/1984    |
| I-32 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-33 | 52.243-1               | CHANGES - FIXED PRICE   | AUG/1987    |
| I-34 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUN/2003    |
| I-35 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JUN/2003    |
| I-36 | 52.248-1               | VALUE ENGINEERING   | FEB/2000    |
| I-37 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | MAY/2004    |
| I-38 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-39 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-40 | 252.203-7001<br>DFARS  | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                    | MAR/1999    |
| I-41 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-42 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY  | NOV/1995    |
| I-43 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | MAY/2004    |

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|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
|      | DFARS                  |   |             |
| I-44 | 252.225-7013           | DUTY-FREE ENTRY   | JAN/2004    |
|      | DFARS                  |   |             |
| I-45 | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC          | OCT/2003    |
|      | DFARS                  | ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003) |             |
| I-46 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
|      | DFARS                  |   |             |
| I-47 | 252.242-7000           | POSTAWARD CONFERENCE  | DEC/1991    |
|      | DFARS                  |   |             |
| I-48 | 252.242-7003           | APPLICATION FOR U.S. GOVERNMENT SHIPPING                            | DEC/1991    |
|      | DFARS                  |   |             |
| I-49 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS                                   | DEC/1991    |
|      | DFARS                  |   |             |
| I-50 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT                                   | MAR/1998    |
|      | DFARS                  |   |             |
| I-51 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                            | MAR/2003    |
|      | DFARS                  |   |             |
| I-52 | 52.217-6               | EVALUATED OPTION FOR INCREASED QUANTITY                             | MAR/1990    |

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

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

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

d. The Contracting Officer may exercise the evaluated option at any time preceding 30 CALENDAR DAYS PRIOR TO THE LAST SCHEDULED DELIVERY by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

|                                     | <u>Unit Price WITH FIRST ARTICLE</u> | <u>UNIT PRICE WITHOUT FIRST ARTICLE</u> |
|-------------------------------------|--------------------------------------|---|
| Evaluated Option<br>(F.O.B. Origin) | \$ _____ CLIN 0001AB AND 0001AD      |   |
|                                     | \$ _____ CLIN 0001AC AND 0001AE      |   |

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

(End of Clause)

(IP6080)

I-53                                    \*\*\* THIS REFERENCE (IF7212) IS NO LONGER VALID \*\*\*

I-54                    52.203-6                    RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                    JUL/1995

|                           |  |                      |
|---------------------------|--|----------------------|
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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-55            52.203-7            ANTI-KICKBACK PROCEDURES            JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

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(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-56            52.209-3            FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE            JAN/1997  
II

(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, 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)

|   |  |                      |
|---|--|----------------------|
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(IF7116)

I-57            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-58            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

(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)

I-59            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)

I-60            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.dcmam.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

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specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

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

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

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

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

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

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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## SECTION J - 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 (CDRL) | 10-OCT-2003 | 2PG                    |                       |
| Attachment 001         | DOCUMENT SUMMARY LIST                  |             | 2PG                    |                       |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number of Pages</u> |
|------------------------|---|-------------|------------------------|
| Attachment 1A          | Instructions for Completing DD Form 1423                            | JUN 90      | 1 Pg                   |
| Attachment 2A          | IOC Form 715-3  | FEB 96      | 2 Pgs                  |
| Attachment 3A          | AMCCOM Form 71-R  | 01OCT88     | 2 Pgs                  |
| Attachment 4A          | Guidance on Documentation of Contract Data Requirements List (CDRL) |             | 2 Pgs                  |
| Attachment 5A          | Disclosure of Lobbying Activities (SF-LLL)                          |             | 3 Pgs                  |
| Attachment 6A          | Data Delivery Description - Engineering Change Proposal             | JUL 01      | 9 Pgs                  |
| Attachment 7A          | Data Delivery Description - Notice of Revision                      | JUL 01      | 2 Pgs                  |
| Attachment 8A          | Data Delivery Description - Request for Deviation                   | JUL 01      | 4 Pgs                  |

(End of Clause)

(JS7001)