

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-P-0169	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2004MAY25	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-A MAJOR MICHELLE SANNER (309)782-4931 ROCK ISLAND IL 61299-7630 EMAIL: SANNERM@RIA.ARMY.MIL	CODE	W52H09	7. ADMINISTERED BY (if other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451	CODE	S1403A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
			SCD: C PAS: NONE ADP PT: HQ0339			

9. CONTRACTOR SEILER INSTRUMENT & MANUFACTURING CO., INC. 170 E. KIRKHAM AVENUE ST LOUIS, MO. 63119-1791	CODE	11934	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
NAME AND ADDRESS			12. DISCOUNT TERMS		
TYPE BUSINESS: Other Small Business Performing in U.S.			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		

14. SHIP TO SEE SCHEDULE	CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	CODE	HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
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16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.				
PURCHASE	<input checked="" type="checkbox"/>	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W52H0904T0071, Dated _____, furnish the following on terms specified herein.				
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SCHEDULE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA CAROL C RIVARD /SIGNED/ RIVARDC@RIA.ARMY.MIL (309)782-3272 BY: _____ CONTRACTING/ORDERING OFFICER	25. TOTAL	\$3,040.00
		26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR
	g. E-MAIL ADDRESS	31. PAYMENT	

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
		35. BILL OF LADING NO.	

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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Name of Offeror or Contractor: SEILER INSTRUMENT & MANUFACTURING CO., INC.

SUPPLEMENTAL INFORMATION

This purchase order includes three (3) 100% options (IF6080). The FOB origin clauses apply to the option quantities only.

*** END OF NARRATIVE A 001 ***

<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.

(End of Clause)

(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;

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

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION FEB/2003
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

4 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)

5 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

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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)

6 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)

7 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
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

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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)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 6650-01-078-7722 FSCM: 19200 PART NR: 12285259 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: LENS,OPTICAL INSTRU PRON: M141A308M1 PRON AMD: 02 ACRN: AA AMS CD: 070011JE <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>W52H093293H671</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>2</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>40</td> <td>22-OCT-2004</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0169/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H093293H671	W31G1Z	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	40	22-OCT-2004	40	EA	\$ 76.00000	\$ 3,040.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H093293H671	W31G1Z	J		2																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	40	22-OCT-2004																					
0002	<u>DATA ITEM</u> SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED.			\$ ** NSP **	\$ ** NSP **																		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988
TACOM-RI

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12285259 with revisions in effect as of 22 Oct 2003 (except as follows):

QAP 12285259:

<u>Delete</u>	<u>Substitute</u>
AQLs	MIL-STD-1916 VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

TDPL:

<u>Document</u>	<u>Delete</u>	<u>Add</u>
A-A-50177	Complete Document	N/A
PPP-C-1797	Complete Document	N/A
ASTM-D3951	Complete Document	N/A
MIL-O-16898	Complete Document	N/A
PPP-C-795	N/A	D w/C.N.1

(CS6100)

9 52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP) APR/2000
TACOM RI

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds_web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

10 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
TACOM RI

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

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

If the Government receives the same or substantially the same VECPS from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPS, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether

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or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

11 52.211-4501 DS6415 WAS DELETED 30 OCT 2003 AND REPLACED BY DS6419, PACKAGING APR/2003
TACOM-RI REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

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: 001
SPI Number: P12285259, REV. A, Dated 06 Jul 2001

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, 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.

Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. 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).

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".

Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

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

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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.

f. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6415)

INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

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

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

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

Title	Number	Date	Tailoring
() Quality Management Systems - Requirements	ISO 9001:2000	13 DEC 2000	Exclude paragraph 7.3

(End of clause)

(EF6002)

14 52.246-4533 SURFACE QUALITY STANDARDS MAR/2001
TACOM-RI

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as listed in Appendix I (Attachment 2) of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to Commander-ARDEC, ATTN: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000. Shipping costs shall be borne by the shipper.

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

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

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by Commander-ARDEC, ATTN: AMSTA-AR-QAW-Q,

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Picatinny Arsenal, NJ 07806-5000. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to Commander-ARDEC, ATTN: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000.

(End of Clause)

(ES6018)

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

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

(FA7001)

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
18	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

(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

Reference No. of Document Being Continued

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MOD/AMD

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

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>	
0001AA	M141A308M1 070011JE	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	3,040.00	
							TOTAL \$	3,040.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>	
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09 \$	
				TOTAL \$	3,040.00

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

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

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

(HA7001)

19	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III DFARS	MAY/2002
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20	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) TACOM-RI	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 sannerm@ria.army.mil. The data fax number for submission is (309)782-0713, ATTN: MAJ Michelle Samner.

(End of Clause)

(HS6510)

21	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI	MAY/1993
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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)

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(HS7600)

CONTRACT CLAUSES

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

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

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

(IA7001)

22	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
23	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
24	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
25	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
26	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
27	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
29	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
30	52.243-1	CHANGES - FIXED PRICE	AUG/1987
31	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
32	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
33	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
34	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
35	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
36	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
37	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS - ALTERNATE I	APR/2003
38	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
39	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
40	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
41	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
42	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
43	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
44	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	APR/2004

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

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(IF8001)

45 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

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

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 300 percent as an evaluated option at the price(s) quoted below. The Contracting Officer may exercise the evaluated option by giving written notice to the Contractor at any time preceding the dates indicated below for each option period.

<u>CLIN 0001</u>	<u>OPTION PERCENT</u>	<u>CONTRACTING OFFICER MAY EXERCISE OPTIONS AT ANYTIME FROM</u>	<u>FIRM-FIXED PRICE</u>
Option One	100%	Date of Award - 31 Dec 2004	\$ _____
Option Two	100%	01 Jan 2005 - 31 Dec 2005	\$ _____
Option Three	100%	01 Jan 2006 - 31 Dec 2006	\$ _____

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) -1- 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. Deliveries required for the option quantities, if exercised, are projected to be 40 each starting 150 days after award of the option (as per the delivery schedule in the basic contract).

e. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions. The Government reserves the right to exercise subsequent options without any requirement that the Government exercise any portion of earlier option(s) first. Specifically, the Government's right to exercise subsequent options is not contingent upon the Government exercising earlier options.

f. 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)

46 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)

47 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

(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)

48 252.211-7005 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.

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

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	30-OCT-2003	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	APPENDIX I		001	

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)