

ORDER FOR SUPPLIES OR SERVICES						Form Approved	Page 1 Of 11
1. Contract/Purch Order No. DAAE20-99-P-0214		2. Delivery Order No.		3. Date Of Order 1999MAY19	4. Requisition/Purch Request No. SEE SCHEDULE		5. Certified for National Defense Under DMS Reg 1 Priority DXA5
6. Issued By ACALA AMSTA-LC-CAC-A VICKI SIMPSON (309) 782-6931 ROCK ISLAND IL 61299-7630 EMAIL: SIMPSONV@RIA.ARMY.MIL			Code W52H09	7. Administered By (If other than 6) DCMC CLEVELAND ADMIRAL KIDD CENTER 555 EAST 88TH STREET BRATENHAL OH 44108-0000 SCD A PAS NONE ADP PT SC1012		Code S3603A	
9. Contractor MILLER HOLZWARATH INC 166 S ELLSWORTH SALEM OH 44460-0000			Code 02077	Facility Code	10. Deliver To FOB Point By (Date) SEE SCHEDULE		11. Mark If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
TYPE BUSINESS: Other Small Business Performing in U.S.					12. Discount Terms		
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041		Code SC1018	Mark All Packages And Papers With Contract Or Order Number
16. T O Y R P D E E O R F	Delivery	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
	Purchase	X	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein. Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.				
Name Of Contractor		Signature		Typed Name And Title		Date Signed	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE							
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: GAIL BINDEWALD BINDEWALDG@RIA.ARMY.MIL (309) 782-3656		25. Total \$4,850.00	29. Differences
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted				27. Ship. No.	28. D.O. Voucher No.	30. Initials	
Date _____ Signature Of Authorized Govt Representative _____ 36. I certify this account is correct and proper for payment				<input type="checkbox"/> Partial	32. Paid By	33. Amount Verified Correct For	
				<input type="checkbox"/> Final			
Date _____ Signature And Title Of Certifying Officer _____				31. Payment	34. Check Number	35. Bill Of Lading No.	
				<input type="checkbox"/> Complete			
				<input type="checkbox"/> Partial			
				<input type="checkbox"/> Final			
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0214 MOD/AMD	Page 2 of 11
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Name of Offeror or Contractor: MILLER HOLZWARTH INC

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2	52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) ACALA	JUN/1998
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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

3	52.233-4503 AMC-LEVEL PROTEST PROGRAM ACALA	JUN/1998
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(OCTOBER 1996)

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

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 3 of 11

PIIN/SIIN DAAE20-99-P-0214

MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH INC

AS7010

4 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
ACALA

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP) 2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

AS7502

This purchase order is for the fabrication of (3) three) engineering prototypes and rework of (1) one prototype previously delivered. (See Statement of Work dated 17 Mar 99.

The total value of this Purchase Order is \$4,850.00.

*** END OF NARRATIVE A001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-99-P-0214 MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: PERISCOPE PROTOTYPES SECURITY CLASS: Unclassified PRON: 1A9A9MBM1A PRON AMD: 01 ACRN: AA AMS CD: 42212300000 CUSTOMER ORDER NO: 1A9A9MBM1AM1</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="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></td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-1999</td> </tr> </table> <p>FOB POINT: Origin <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-P-0214/0000</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	0	30-SEP-1999			\$ ** N/A **	\$ 4,850.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001		000000			3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	0	30-SEP-1999																					

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 11

PIIN/SIIN DAAE20-99-P-0214

MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 11****PIIN/SIIN** DAAE20-99-P-0214**MOD/AMD****Name of Offeror or Contractor:** MILLER HOLZWARTH INC

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-29	F.O.B. ORIGIN	JUN/1988

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 7 of 11

PIIN/SIIN DAAE20-99-P-0214

MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB	ACCOUNTING	OBLIGATED
ITEM	AMS CD	ACRN STAT	ORDER	STATION	AMOUNT
0001	1A9A9MBM1A	AA 1	21	992020000096D6D03422123025GB S28017	4,850.00
	42212300000				
				TOTAL	\$ 4,850.00

SERVICE	ACCOUNTING	OBLIGATED
NAME	STATION	AMOUNT
Army	W15QKN	\$ 4,850.00
	TOTAL	\$ 4,850.00

Regulatory Cite	Title	Date
1 52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name _____

Address _____

City & State _____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 11**

PIIN/SIIN DAAE20-99-P-0214

MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH 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)

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

Page 9 of 11

PIIN/SIIN DAAE20-99-P-0214

MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH INC

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)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.222-26	EQUAL OPPORTUNITY	FEB/1999
5	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
6	52.232-11	EXTRAS	APR/1984
7	52.232-17	INTEREST	JUN/1996
8	52.232-25	PROMPT PAYMENT	JUN/1997
9	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG/1989
10	52.243-1	CHANGES - FIXED PRICE	AUG/1987
11	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
12	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
13	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
14	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
15	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
16	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
17	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
18	252.232-7009 DFARS	DELETED 30 APR 99 AND REPLACED BY IF0015, PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION	JUN/1998
19	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
20	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
21	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
22	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 11****PIIN/SIIN** DAAE20-99-P-0214**MOD/AMD****Name of Offeror or Contractor:** MILLER HOLZWARTH INC

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

23

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)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 11 of 11

PIIN/SIIN DAAE20-99-P-0214

MOD/AMD

Name of Offeror or Contractor: MILLER HOLZWARTH INC

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF WORK	17-MAR-99	002	