

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1	Of 32	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0046		3. Effective Date 2014JAN03	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND RYAN RIDDERIKHOFF WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		Code S1403A	
e-mail address: RYAN.RIDDERIKHOFF@US.ARMY.MIL						

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT 3433 TREE COURT INDUSTRIAL BLVD SAINT LOUIS, MO 63122-6617		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 11934		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		Item 12	
		To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$304,920.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	32
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12		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	18		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	20				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed 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 type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, 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 bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer MATTHEW R. JEWELL MATTHEW.R.JEWELL@US.ARMY.MIL (586)282-6713	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2014JAN03
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0046 MOD/AMD	Page 2 of 32
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Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: RYAN RIDDERIKHOFF
 Buyer Office Symbol/Telephone Number: CCTA-ADS-C/(586)282-7479
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Mortar 81mm XM252

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4850	ACCEPTANCE APPENDIX	SEP/2008

(a) Contract Number W56HZV-14-C-0046 is awarded to SEILER INSTRUMENT & MFG CO.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-2 52.201-4000	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

Administrative Notice:

CLIN 0001AB is changed to 0001AD.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0046 MOD/AMD

Name of Offeror or Contractor: SELLER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0001AD	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>SERVICE REQUESTED: FAT for 011523512 CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH49SS301E PRON AMD: 02 ACRN: AB AMS CD: SM2B1100000</p> <p>A FIRST ARTICLE TEST REPORT IS REQUIRED IN ACCORDANCE WITH THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL-- CONTRACTOR TESTING," FAR 52.209-3.</p> <p>NOTE: FAT IS DUE 01 AUG 2014.</p> <p>FOR FIRST ARTICLE TESTING and FATR SUBMISSION CONTACT THE CONTRACTING OFFICER OR CONTRACT SPECIALIST LISTED ON THE 1ST PAGE OF THIS SOLICITATION.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>01-AUG-2014</td> </tr> </table> <p>\$ 5,000.00</p> <p>FOB POINT: Destination</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		01-AUG-2014	1	LO		\$ 5,000.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	01-AUG-2014														

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0046 MOD/AMD

Name of Offeror or Contractor: SELLER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
9000	<p><u>CONTRACT DATA ITEMS</u></p> <p>The contractor shall prepare and deliver Data submissions in accordance with the Requirements, quantities and schedules set forth in the Contract Data Requirements List (See Section J, Exhibit A, DD Form 1423: ENGINEERING CHANGE PROPOSAL (ECP), Sequence Number A001; REQUEST FOR DEVIATION (RFD), Sequence Number A002; NOTICE OF REVISION (NOR), Sequence Number A003; SPECIAL INSPECTION EQUIP. DESCRIPTIVE Sequence Number A004).</p> <p>A DD Form 250 is not required.</p> <p>(End of narrative A001)</p>																						
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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></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>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</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					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	SEE DD FORM 1423	1	EA		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001					3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	1	SEE DD FORM 1423																					
A002	<p><u>REQUEST FOR DEVIATION</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>	1	EA																				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0046 MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>NOTICE OF REVISION (NOR)</u></p> <p>Packaging and Marking</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA		
A004	<p><u>SPECIAL INSPECTION EQUIP. DESCRIPTIVE</u></p> <p>Packaging and Marking</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 SEE DD FORM 1423</p>	1	EA		

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN W56HZV-14-C-0046 **MOD/AMD**

Page 8 of 32

Name of Offeror or Contractor: SELLER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0046 MOD/AMD	Page 9 of 32
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Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1 52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010

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.

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing 10549221:19200, with revisions in effect as of 12/07/2012, are applicable to this procurement with the following exceptions:

The contractors are to access this information with the technical data posted on FedBizOpps. The Distribution Code for this item is D.

(CS6100) (End of Clause)

C-2	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number.

To access the data through FBO:

- a. Log on to the FBO web site.
 - b. Enter your Marketing Partner Identification Number (MPIN).
 - c. Search for the solicitation number.
 - d. If solicitation is Export Controlled, select Verify MPIN.
 - (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
 - (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
 - (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/
 - click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
 - (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
 - e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
 - f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.
 - g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
 - h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.
- [End of clause]

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

Page 10 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
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A. Military preservation, packing, and marking for the item identified above 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 (SPI) contained in the TDP.

PRESERVATION: MILITARY
LEVEL OF PACKING: MILITARY
QUANTITY PER UNIT PACKAGE: B
SPI NUMBER: 10549221 DATED 06 JUN 02, REV C

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 pallet shall be 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, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. 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. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

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. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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 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 PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

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)

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

Page 12 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION E - INSPECTION AND ACCEPTANCE

	<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 System	ISO 9001:2008	15 DEC 2008	Tailored by excluding paragraph 7.3

(End of Clause)

E-4	52.209-4512 TACOM (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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a. The first article 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.

d. 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 copy furnished to Procuring Contracting Officer (PCO), usarmy.RIA.ardec.mail.rdar-qep@mail.mil, MICHAEL PIERCE at michael.l.pierce57.civ@mail.mil, and MICHAEL LOUSSAERT at michael.e.loussaert.civ@mail.mil.

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

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.

(ES6026)

(End of Clause)

E-5 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 below. 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: RDAR-QEW, Picatinny Arsenal, NJ 07806-5000. Shipping costs shall be borne by the shipper.

AVAILABLE EQUIPMENT				
QUANTITY	DRAWING NUMBER	REVISION	COST EACH	ESTIMATED WEIGHT
1	7641866	N	\$2000.00	5 LB

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

SEILER INSTRUMENT

3433 TREE COURT INDUSTRIAL BLVD

ST. LOUIS, MO 63122

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: RDAR-QEW, 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: RDAR-QEW, Picatinny Arsenal, NJ 07806-5000.

(ES6018)

(End of Clause)

E-6 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
 (TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	184 EA	330

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	184 EA	240

(d) Accelerated delivery schedule is acceptable with prior approval from the PCO.

[End of Clause]

F-8	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	NOV/2009
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Rail/ Motor _SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25GLU	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 17 of 32
	PIIN/SIIN W56HZV-14-C-0046 MOD/AMD	

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 18 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN		OBLIGATED <u>AMOUNT</u>
	PRON/ AMS CD/					
0001AA	EH38E153EH SM2B1100000	2		AA	\$	299,920.00
0001AD	EH49SS301E SM2B1100000	2		AB	\$	5,000.00
					TOTAL	\$ 304,920.00

ACRN	<u>ACCOUNTING CLASSIFICATION</u>						OBLIGATED <u>AMOUNT</u>
AA	97	X4930AC9D	6D	26KB	S20113	W56HZV	\$ 299,920.00
AB	97	X4930AC9D	6D	26FB	S20113	W56HZV	\$ 5,000.00
							TOTAL \$ 304,920.00

LINE	ACRN	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>						
0001AA	AA	97	0X0X4930AC9D	S20113	6D0000SM2B110000026KB	S20113	W56HZV	
0001AD	AB	97	0X0X4930AC9D	S20113	6D0000SM2B110000026FB	S20113	W56HZV	

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-2 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012
To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0046 MOD/AMD	Page 19 of 32
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Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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

Page 20 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

H-2	52.245-4500 ARDEC-RI	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2011
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I. Demil and Trade Security Controls (TSCs) Summary:

A. This procurement action has a demil and/or TSC consideration requirement. The demil and trade security control provisions in this solicitation implement the policy and requirements of the Arms Export Control Act, 22 United States Code (U.S.C.), Section 2778, the International Traffic in Arms Regulations (ITAR) at 22 Code of Federal Regulations (CFR), Parts 120-130, the Export Administration Regulations (EAR), at 15 CFR 730-774 and the Export Administration Act. Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, Reporting, Redistribution, and Disposal of Contractor Inventory and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, Restrictions on Purchase or Retention of Contractor Inventory.

B. Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's right to require demilitarization under this clause is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractors compliance with all existing TSC regulations. The waiver approval process is described in paragraph VII of this clause.

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

Page 21 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

C. The DoD policy and requirements for demil are contained in the DoDM 4160.28-M-V1, V2, and V3, Defense Demilitarization Manuals (hereinafter referred to as Demil Manual, available at <http://www.dtic.mil/whs/directives/corres/publ.html>). This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil Manual and the Demil and/or TSC Clause herein, the Demil Manual takes precedence.

D. This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause sets forth the requirements for the control and corresponding certification and verification of disposition of contract excess property. The requirements under this clause are applicable to any Contractor and/or Subcontractor who perform work under this contract. This clause is a mandatory flow-down clause; accordingly, Contractor/Subcontractor must include this clause in subcontracts for work under this solicitation and resulting contract.

E. The demil and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders/offerors proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this clause and the Governments demil and TSC requirements.

F. In general, the demil requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demil obligations under this clause. The Contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

G. Paragraph VIII. c. of this clause applies to the demil of excess U.S. Government furnished equipment (GFE)/technical data provided to a Contractor in support of this contract; see excess GFE definition II. b. below. If the Contractor is not using GFE in performance of this contract, disregard this paragraph.

H. The Contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoDM 4160.28-M-V1, V2 and V3, Demil Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

A. Contract excess property is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived by the DoD Demil PM.

B. Excess GFE is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contracts requirements, which the Government does not want returned during or at the completion of the contract.

C. Demilitarization is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition.~The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

D. Scrap is material that has no value except for its basic material content.

E. Munitions list item (MLI) is any item contained in the U. S. Munitions List, 22 CFR 120-130.

F. Commerce control list item (CCLI) is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, electronics), software, or a particular technology.

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

H. Commercial type property is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

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

Page 22 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

J. Ammunition, explosives, and dangerous articles (AEDA) is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demil. AEDA items not on the Munitions List would be coded A or Q.

III. Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and TSCs. This clause is applicable to prime and Subcontractors.

IV. Contractor Demil and TSCs:

A. The Contractor will demil and apply TSCs as required on all contract excess property as dictated by the Government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph IX of this clause. Demil codes and definitions can be accessed per paragraph VIII of this clause.

B. The Contractor will contact the PCO for declassification, safety and demil instructions for contract excess property with an assigned demil code of P, F, or G.

C. The Contractor will demil all associated excess technical data.

V. Demil Certification and Verification (DC&V):

A. During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demil of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demil.

B. Subcontractors shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demil of contract excess property produced under this contract.

C. The Government Quality Assurance Representative (QAR) will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will be forwarded to the PCO to become part of the contract file.

D. A Contractors representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 available at <http://www.apd.army.mil/>.

VI. Demil Waivers:

A. The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Armys Demil PM to the DoD Demil PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final WAWF submittal for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

B. When a demil waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

VII. Disputes - any disputes concerning this clause shall be addressed in accordance with the Disputes clause in this solicitation/contract.

VIII. Contractor Access and Identification of Demilitarization Requirements:

A. Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

following steps:

1. Logon to the WebFLIS Web site http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx. This displays the Federal Logistics Information System WebFLIS Public Inquire.
2. Enter NIIN or NSN and click on "Go". This page displays the demilitarization code under the icon "DMIL". Make note of the assigned demilitarization code.
3. Click on the icon "DMIL" provided on this Web site. Print these demilitarization code definitions for future reference and close the screen.

B. The Contractors demilitarization requirement:

1. The Contractors demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
2. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

C. Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract. Three GFE disposal options available to the Government are:

Option 1:

1. Have the Contractor demilitarize the excess GFE per the assigned demilitarization code.
2. The cost of Contractor demilitarization will be negotiated.
3. The PCO will provide the Contractor with the pertinent demilitarization instructions for property without codes assigned.
4. The PCO will ensure that demilitarization certification and verification is properly documented.

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CCLIE do not diminish over time. For complete TSC requirements, see paragraph IX of this clause and DoDM 4160.28-M-V1, V2 and V3, Demil Manual.
4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

IX. Demilitarization and Trade Security Controls Matrix

Table 2-1. Demilitarization and/or no demilitarization and/or trade security controls and/or end use certificate matrix

	Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A Commercial		X	
MLI-Non-SME	B		X	X EUC DLA Form 1822
MLI/SME	C	X		X EUC DLA Form 1822
MLI/SME	D	X		X EUC DLA Form 1822
MLI/Non-SME	E	X		X EUC DLA Form 1822
MLI/SME	F	X		X EUC DLA Form 1822
MLISME	G	X		X EUC DLA Form 1822
MLI/SME	P	X		X EUC DLA Form 1822
EAR/CCLI	Q Dual Use/ Commercial		X	X EUC DLA Form 1822

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 24 of 32****PIIN/SIIN** W56HZV-14-C-0046**MOD/AMD**

Name of Offeror or Contractor: SELLER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-19	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	NOV/2013
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-36	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-43	52.232-25	PROMPT PAYMENT	JUL/2013
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-45	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-48	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-55	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-56	52.248-1	VALUE ENGINEERING	OCT/2010
I-57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 26 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-59	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-60	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-62	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-63	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-66	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-69	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-70	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-71	252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	MAR/2013
I-72	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-74	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-76	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-78	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-79	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-80	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-81	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-82	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-83	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-84	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-85	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-86	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test three (3) each of CLIN 0001 (NSN:1240-00-152-3512) as specified in this contract. At least 30 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 no later than 01 August 2014 to the PCO marked First Article Test Report: Contract No. W56HZV14C0046, CLIN 0001". Within 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 27 of 32
	PIIN/SIIN W56HZV-14-C-0046 MOD/AMD	
Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT		

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.

(End of Clause)

I-87 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 300 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-88 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [X] is, [] is not a small business concern under NAICS Code 333314 assigned to contract number W56HZV14C0046. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-89 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	
NONE	
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders

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

Page 29 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-90

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * NONE, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-91

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract 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 this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or
<http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 30 of 32
	PIIN/SIIN W56HZV-14-C-0046 MOD/AMD	

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

I-92 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 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-93 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

NONE _____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-94 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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

Page 31 of 32

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-95

52.219-4070

PILOT MENTOR-PROTEGE PROGRAM

APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 32 of 32**

PIIN/SIIN W56HZV-14-C-0046

MOD/AMD

Name of Offeror or Contractor: SEILER INSTRUMENT AND MANUFACTURING COMPANY, INCORPORAT

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	20-MAR-2013	003	
	<u>Regulatory Cite</u>	<u>Title</u>		<u>Date</u>
J-1	52.204-4500 TACOM (RI)	ADDITIONAL ATTACHMENTS		FEB/2012

The following documents are hereby attached by reference and may form a part of this acquisition. These documents are available in electronic format on the internet via the link named Standard Solicitation Attachments (ARDEC/ECBC Procurements) at http://contracting.tacom.army.mil/acqinfo/SolAttcARDEC_ECBC.htm. Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)

See <http://contracting.tacom.army.mil/engr/engrchange.htm>

1 Pg

Address List ACC-Warren(DTA) and DLA Land Warren

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)

2 Pgs

CONTRACT DATA REQUIREMENTS LIST
 DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: SIGHT
 TO CONTRACT/PR: EH38E153EH
 NSN: 1240-00-152-3512

1. SEQUENCE NUMBER		14. DRFT/REG/REPRO
2. TITLE OF DATA ITEM		DISTRIBUTION COPIES
3. SUBTITLE		
4. DATA ITEM NUMBER		
5. CONTRACT REFERENCE		
6. TECHNICAL OFFICE	7. DD 250	8. APP CODE
10. FREQUENCY		11. AS OF DATE
12. DATE OF 1ST SUBMISSION		13. DATE OF SUBSEQUENT SUBMISSION

1. A001		14. SEE ADDRESS CODE / /
2. ENGINEERING CHANGE PROPOSAL (ECP)		DISTRIBUTION
ATTACHED***		
3.		
4. DI-CMAN-80639C*		
5. SECTION C		
6. RDAR-EIS-PDR	7. LT	8. -
		9. **
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13. ASREQ	

16. REMARKS
 *DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR. ***SUBMIT ELECTRONICALLY TO usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS)..

1. A002		14. SEE ADDRESS CODE / /
2. REQUEST FOR DEVIATION (RFD)****		DISTRIBUTION
ATTACHED***		
3.		
4. DI-CMAN-80640C*		
5. SECTION C		
6. RDAR-EIS-PDR	7. LT	8. -
		9. **
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13. ASREQ	

16. REMARKS
 *DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARAGRAPH 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE

E (I.E., MICROSOFT OFFICE). **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***SUBMIT ELECTRONICALLY TO usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).
 ***THE CONTRACTOR SHALL IDENTIFY IF THE RFD IS PRIOR TO MFG OR NON-CONFORMING MTRL. A PRIOR TO MFG DESCRIBES A PROPOSED DEPARTURE FROM CONFIG DOCS FOR A SPECIFIC NUMBER OF UNITS OR FOR A SPECIFIED PERIOD OF TIME. A NON-CONFORMING MTRL RFD IS USED TO OBTAIN AUTH TO DELIVER NON-CONFORMING MTRL WHICH DOES NOT MEET THE CONFIG DOCS BUT IS SUITABLE FOR USE AS IS OR AFTER REPAIR.

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|---|-----------|------------------|---------|--|
| 1. A003 | | 14. | | |
| | | SEE ADDRESS CODE | / / | |
| 2. NOTICE OF REVISION (NOR)
ATTACHED** | | DISTRIBUTION | | |
| 3. | | | | |
| 4. DI-CMAN-80642C* | | | | |
| 5. SECTION C | | | | |
| 6. RDAR-EIS-PDR | 7. LT | 8. - | 9. ** | |
| 10. ASREQ | 11. --- | 15. TOTAL | 0/ 0/ 0 | |
| 12. ASREQ | 13. ASREQ | | | |

16. REMARKS
 *DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **SUBMIT ELECTRONICALLY TO usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS). ***THE DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

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- | | | | | |
|---|--------|--------------|---------|--|
| 1. A004 | | 14. | | |
| | | RDAR-QEW | / 1/ | |
| 2. SPECIAL INSPECTION EQUIP. DESCRIPTIVE
(LT ONLY) / / | | RDAR-QEP-C | / / | |
| 3. DOCUMENTATION ACCEPTANCE | | CO (LT ONLY) | / / | |
| 4. DI-QCIC-81006 | | | | |
| 5. SECTION E | | | | |
| 6. RDAR-QEP-C | 7. XX | 8. A | 9. N/A | |
| 10. ASREQ | 11. - | 15. TOTAL | 0/ 1/ 0 | |
| 12. * | 13. ** | | | |

16. REMARKS
 A DD FORM 250 IS NOT REQUIRED. *SUFFICIENTLY PRIOR TO INITIATION OF PRODUCTION OR FIRST ARTICLE TEST, IF CONTRACTUALLY REQUIRED (SEE NOTE BELOW). **WHENEVER ANY REVISION THERETO IS NEEDED FOR ANY REASON. NOTE: THE GOVT WILL FURNISH DISPOSITION WITHIN 45 DAYS AFTER RECEIPT.
 E-MAIL: (1) PICAAIE-QEW@CONUS.ARMY.MIL
 (2) USARMY.RIA.ARDEC.MBX.RDAR-QEP@MAIL.MIL
 TEXT: MICROSOFT OFFICE 97 DRAWINGS: AUTOCAD-RELEASE 14 (EXPRESS MAILED HARD

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DATE: 20 MAR 13