

ORDER FOR SUPPLIES OR SERVICES						Form Approved	Page 1 Of 11
1. Contract/Purch Order No. DAAE20-00-P-0041		2. Delivery Order No.		3. Date Of Order 1999DEC14	4. Requisition/Purch Request No. SEE SCHEDULE		5. Certified for National Defense Under DMS Reg 1 Priority DOA5
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-A MARGE EMMERT (309) 782-7149 ROCK ISLAND IL 61299-7630 EMAIL: EMMERTM@RIA.ARMY.MIL			Code W52H09	7. Administered By (If other than 6) DCMC SOUTHER EUROPE ISRAEL AMERICAN EMBASSY UNIT 7228 APO AE 09830-7228		Code SSR01A	
9. Contractor RSL ELECTRONICS USA INC 70 ROUND HILL RD POUGHKEEPSIE NY 12603-0000			Code OWKM4	Facility Code S7040	10. Deliver To FOB Point By (Date) SEE SCHEDULE		11. Mark If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
TYPE BUSINESS: Foreign Concern/Entity					12. Discount Terms		
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		Code HQ0339	Mark All Packages And Papers With Contract Or Order Number
16. T O Y R P D E E R O 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: Supply Contracts and Priced Orders			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: BARRY R HARTLEBEN HARTLEBENB@RIA.ARMY.MIL (309) 782-7116		25. Total 29. Differences	\$8,750.00
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 _____ Date Signature Of Authorized Govt Representative				27. Ship. No. <input type="checkbox"/> Partial <input type="checkbox"/> Final	28. D.O. Voucher No.	30. Initials	
36. I certify this account is correct and proper for payment _____ Date Signature And Title Of Certifying Officer				31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For	34. Check Number
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.		35. Bill Of Lading No.

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MOD/AMD

Name of Offeror or Contractor: RSL ELECTRONICS USA INC

SUPPLEMENTAL INFORMATION

PURCHASE ORDER FOR: 50 EACH MUZZLE VELOCITY SYSTEM SOFTWARE UPGRADE CABLE ASSYS.

CABLE

RSL P/N: WA20413064

USG NSN: 6150-01-468-9384

ESTIMATED DELIVERY 16 WEEKS

DELIVERY TO: CONSOLIDATED PROPERTY OFFICE
ANNISTON ARMY DEPOT
ANNISTON, AL 36201

PLEASE DATA FAX A COPY OF THE DD250 UPON SHIPMENT

SECTION "C" OF THIS AWARD IS THE DRAWING ATTACHMENT 002.

THE CONTRACTOR'S PROPOSAL AND EXTENSION OF VALID DATE ARE ATTACHMENT 001.

*** END OF NARRATIVE A001 ***

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Name of Offeror or Contractor: RSL ELECTRONICS USA 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>PRODUCTION QUANTITY</u></p> <p>NSN: 6150-01-468-9384 NOUN: CABLE, P/N WA20413064 SECURITY CLASS: Unclassified PRON: M19AD331M1 PRON AMD: 01 ACRN: AA AMS CD: 528601780885286</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099308T720 W31G1Y M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 50 15-APR-2000</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0041/0000</p>	50	EA	\$ 175.00000	\$ 8,750.00

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Name of Offeror or Contractor: RSL ELECTRONICS USA INC

PACKAGING AND MARKING

Regulatory Cite	Title	Date
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1	52.211-4502 TACOM-RI	PACKAGING REQUIREMENTS	DEC/1998
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Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION:

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(End of clause)

(DS6405)

2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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Name of Offeror or Contractor: RSL ELECTRONICS USA INC

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 container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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Name of Offeror or Contractor: RSL ELECTRONICS USA INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- (X) ISO 9003
- () QS 9000
- () ANSI/ASQ Q9001
- () ANSI/ASQ Q9002
- () ANSI/ASQ Q9003
- () Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	JAN/1991

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MOD/AMD

Name of Offeror or Contractor: RSL ELECTRONICS USA INC

SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-LC-CFA/A MARGIE EMMERT
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

2	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
3	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
4	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
5	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
6	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	RSL PROPOSAL AND EXTENSION	07-DEC-99	002	FAX
Attachment 002	SECTION "C" DRAWING	23-AUG-99	001	FAX