

**ORDER FOR SUPPLIES OR SERVICES**

|   |   |  |                   |                              |   |   |   |   |                                 |   |             |  |
|---|---|--|-------------------|------------------------------|---|---|---|---|---------------------------------|---|-------------|--|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.<br>DAAE20-03-P-0494   |   |  |                   | 2. DELIVERY ORDER/CALL NO.   |   | 3. DATE OF ORDER/CALL (YYYYMMDD)<br>2003JUL30   |   | 4. REQUISITION/PURCH REQUEST NO.<br>SEE SCHEDULE              |                                 | 5. PRIORITY<br>DOA5   |             |  |
| 6. ISSUED BY<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAC<br>CELESTE HOBERT (309)782-1262<br>ROCK ISLAND IL 61299-7630<br>EMAIL: HOBERTC@RIA.ARMY.MIL   |   |  |                   | CODE W52H09                  |   | 7. ADMINISTERED BY (if other than 6)<br>DCMA TWIN CITIES<br>BISHOP HENRY WHIPPLE FEDERAL BLDG<br>1 FEDERAL DRIVE, ROOM 1150<br>FORT SNELLING MN 55111-4007<br>SCD: C PAS: NONE ADP PT: HQ0339 |   |   |                                 | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER (See Schedule if other)                              |             |  |
| 9. CONTRACTOR<br>LCL ELECTRONICS INC<br>1480 INDUSTRIAL PARK ROAD SOUTH<br>BAXTER, MN. 56425-8099<br>NAME AND ADDRESS<br>TYPE BUSINESS: Other Small Business Performing in U.S.   |   |  |                   | CODE 2Y430                   |   | FACILITY  |   | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br>SEE SCHEDULE |                                 | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |             |  |
| 14. SHIP TO<br>SEE SCHEDULE   |   |  |                   | CODE                         |   | 15. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381   |   |   |                                 | CODE HQ0339<br>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2   |             |  |
| 16. TYPE OF ORDER   | DELIVERY/ CALL  | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.                     |                   |                              |   |   |   |   |                                 |   |             |  |
| PURCHASE  | X   | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation DAAE2003T0167, Dated _____, furnish the following on terms specified herein. |                   |                              |   |   |   |   |                                 |   |             |  |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |   |  |                   |                              |   |   |   |   |                                 |   |             |  |
| NAME OF CONTRACTOR  |   |  | SIGNATURE         |                              |   | TYPED NAME AND TITLE  |   |   | DATE SIGNED (YYYYMMDD)          |   |             |  |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:  |   |  |                   |                              |   |   |   |   |                                 |   |             |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>SEE SCHEDULE   |   |  |                   |                              |   |   |   |   |                                 |   |             |  |
| 18. ITEM NO.  | 19. SCHEDULE OF SUPPLIES/SERVICE<br>SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |  |                   |                              |   | 20. QUANTITY ORDERED/ ACCEPTED*   | 21. UNIT  | 22. UNIT PRICE  | 23. AMOUNT                      |   |             |  |
|   |   |  |                   |                              |   |   |   |   |                                 |   |             |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.  |   |  |                   |                              | 24. UNITED STATES OF AMERICA<br>SUZANNE C. YACKLEY /SIGNED/<br>YACKLEYS@RIA.ARMY.MIL (309) 782-1466<br>BY: _____ CONTRACTING/ORDERING OFFICER |   |   |   |                                 | 25. TOTAL   | \$24,375.00 |  |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED   |   |  |                   |                              |   |   |   |   |                                 |   |             |  |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |   |  |                   |                              |   | c. DATE (YYYYMMDD)  | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |   |                                 |   |             |  |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |   |  |                   |                              |   | 28. SHIP. NO.   | 29. D.O. VOUCHER NO.  |   | 30. INITIALS                    |   |             |  |
| f. TELEPHONE NUMBER   |   |  | g. E-MAIL ADDRESS |                              |   | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL  | 32. PAID BY   |   | 33. AMOUNT VERIFIED CORRECT FOR |   |             |  |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.   |   |  |                   |                              |   | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL  |   |   | 34. CHECK NUMBER                |   |             |  |
| a. DATE (YYYYMMDD)  |   | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |                   |                              |   |   |   |   | 35. BILL OF LADING NO.          |   |             |  |
| 37. RECEIVED AT   |   | 38. RECEIVED BY (Print)  |                   | 39. DATE RECEIVED (YYYYMMDD) |   | 40. TOTAL CONTAINERS  | 41. S/R ACCOUNT NUMBER  |   | 42. S/R VOUCHER NO.             |   |             |  |

|   |   |                     |
|---|---|---------------------|
| <b>CONTINUATION SHEET</b>                                 | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-03-P-0494<br><b>MOD/AMD</b> | <b>Page 2 of 21</b> |
| <b>Name of Offeror or Contractor:</b> LCL ELECTRONICS INC |   |                     |

SUPPLEMENTAL INFORMATION

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

|   |   |          |
|---|---|----------|
| 1 | HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|---|---|----------|

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(End of Clause)

(AA7020)

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

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
 AMSTA-AQ-AR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3224  
 Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

(AS7006)

3            52.210-4516            COMMERCIAL EQUIVALENT ITEM(S)            JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL            DEC/1997  
TACOM-RI            SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI   | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO   |
|-------|-----------------------------------|----------------------------|----------|-------|
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

|            |                |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

|   |  |                     |
|---|--|---------------------|
| <b>CONTINUATION SHEET</b>                                 | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 21</b> |
|   | PIIN/SIIN DAAE20-03-P-0494<br>MOD/AMD            |                     |
| <b>Name of Offeror or Contractor:</b> LCL ELECTRONICS INC |  |                     |

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

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

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

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

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

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

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 21****PIIN/SIIN** DAAE20-03-P-0494**MOD/AMD****Name of Offeror or Contractor:** LCL ELECTRONICS INC

7            52.246-4538            AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS            JUN/1998  
                 TACOM-RI            DELETED 24 APR 03 WITHOUT REPLACEMENT

AS7502 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

Based on Note 6 of Drawing 12325143, the following next higher assembly item must be mated with production item for testing:

| QTY | PART NUMBER | NSN             | UNIT PRICE |
|-----|-------------|-----------------|------------|
| 1   | 12325140    | 6110-01-21-2331 | \$4,443.00 |

This item will be supplied in serviceable condition as Government Furnished Equipment at no cost to the selected source. It should be returned to the Government in the same condition and in the original packaging.

All 25 production units must be tested using the above stated next higher assembly item.

The GFM provided, P/N 12325140, is not to be utilized for any environmental testing. Thus, the GFM is not to be subjected to shock, vibration, or temperature testing. It should be used only to verify functional performance of the CCA and/or acceptance testing.

First Article Testing is to be performed on 2 units. These 2 units will be considered as consumed due to the destructive nature of the required testing. Disposition instructions for these 2 units will be provided after successful completion of First Article Testing.

Note 6 of Drawing 12325143 details the requirements for testing with the next higher assembly (GFM).

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0494 MOD/AMD

Name of Offeror or Contractor: LCL ELECTRONICS INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
| 0001    | <p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5998-01-217-2431<br/>                     FSCM: 19200<br/>                     PART NR: 12325143<br/>                     SECURITY CLASS: Unclassified</p> <p><u>WITH FIRST ARTICLE APPROVAL</u><br/>                     Delivery shall be FOB Destination</p> <p><u>WITHOUT FIRST ARTICLE APPROVAL</u><br/>                     Delivery shall be FOB Destination.</p> <p>(End of narrative B001)</p>   |          |      |              |              |
| 0001AC  | <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Destination<br/>                     Government Approval/Disapproval Days: 15</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     001 3<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 1 30-MAR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (ZZ5555) TACOM-ROCK ISLAND<br/>                     ATTN AMSTA-LC-CAW<br/>                     ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>                     DAAE20-03-P-0494/0000</p> | 1        | LO   | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0494 MOD/AMD

Name of Offeror or Contractor: LCL ELECTRONICS INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
| 0001AD  | <p><u>PRODUCTION QUANTITY W/ FIRST ARTICLE</u></p> <p>25</p> <p>NOUN: CIRCUIT CARD ASSEMB<br/>           PRON: M132A545M1 PRON AMD: 02 ACRN: AA<br/>           AMS CD: 060011MMTUR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>           INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>           DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>           001 W52H093045H951 W25G1W J 1<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>           001 25 01-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>           (W25G1W) XR W1BG UEF DIST DEPOT TOBYANNA<br/>           MYERS AND 2ND STREET<br/>           RECEIVING WAREHOUSE 2 BAY 1<br/>           TOBYHANNA PA 18466-5059</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>           DAAE20-03-P-0494/0000</p> | 25       | EA   | \$ 975.00000 | \$ 24,375.00 |

|   |  |         |                     |
|---|--|---------|---------------------|
| <b>CONTINUATION SHEET</b>                                 | <b>Reference No. of Document Being Continued</b> |         | <b>Page 8 of 21</b> |
|   | PIIN/SIIN DAAE20-03-P-0494                       | MOD/AMD |                     |
| <b>Name of Offeror or Contractor:</b> LCL ELECTRONICS INC |  |         |                     |

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|   |                         |  |          |
|---|-------------------------|--|----------|
| 8 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION                 | MAR/1988 |
| 9 | 52.210-4513<br>ACALA    | STATEMENT OF WORK - STABLE BASE MYLARS | FEB/1994 |

PACKAGING AND MARKING

|    |                         |   |          |
|----|-------------------------|---|----------|
| 10 | 52.211-4501<br>TACOM-RI | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | FEB/2000 |
|----|-------------------------|---|----------|

INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

|    |                         |   |          |
|----|-------------------------|---|----------|
| 11 | 52.246-2                | INSPECTION OF SUPPLIES - FIXED-PRICE        | AUG/1996 |
| 12 | 52.246-11               | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT   | FEB/1999 |
| 13 | 52.209-4512<br>TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING)     | MAR/2001 |
| 14 | 52.246-4528<br>TACOM-RI | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

|    |             |                                       |          |
|----|-------------|---------------------------------------|----------|
| 15 | 52.246-4531 | ACCEPTANCE INSPECTION EQUIPMENT (AIE) | MAR/2001 |
|----|-------------|---------------------------------------|----------|

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 9 of 21</b> |
|                           | PIIN/SIIN DAAE20-03-P-0494                       | MOD/AMD             |

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

TACOM-RI

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

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

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

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

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

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

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

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

(End of clause)

(ES7002)

|    |             |                     |          |
|----|-------------|---------------------|----------|
| 16 | 52.246-4532 | DESTRUCTIVE TESTING | MAY/1994 |
|    | TACOM-RI    |                     |          |

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-03-P-0494 <b>MOD/AMD</b> | <b>Page 10 of 21</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

|    |           |                          |          |
|----|-----------|--------------------------|----------|
| 17 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 18 | 52.247-34 | F.O.B. DESTINATION       | NOV/1991 |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 11 of 21**

**PIIN/SIIN** DAAE20-03-P-0494

**MOD/AMD**

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

CONTRACT ADMINISTRATION DATA

| LINE        | PRON/         | OBLG        |             |                                  |              |             | JOB           | ACCOUNTING     | OBLIGATED     |
|-------------|---------------|-------------|-------------|----------------------------------|--------------|-------------|---------------|----------------|---------------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> |              |             | <u>ORDER</u>  | <u>STATION</u> | <u>AMOUNT</u> |
|             |               |             |             |                                  |              |             | <u>NUMBER</u> |                |               |
| 0001AD      | M132A545M1    | AA          | 2           | 97                               | X4930AC9G 6D | 26KB S11116 |               | W52H09         | \$ 24,375.00  |
|             | 060011MMTUR   |             |             |                                  |              |             |               |                |               |
|             |               |             |             |                                  |              |             |               | TOTAL          | \$ 24,375.00  |

| SERVICE     |                      |                                  |              |      |        |  | ACCOUNTING     | OBLIGATED     |
|-------------|----------------------|----------------------------------|--------------|------|--------|--|----------------|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |              |      |        |  | <u>STATION</u> | <u>AMOUNT</u> |
|             |                      |                                  |              |      |        |  |                |               |
| Army        | AA                   | 97                               | X4930AC9G 6D | 26KB | S11116 |  | W52H09         | \$ 24,375.00  |
|             |                      |                                  |              |      |        |  | TOTAL          | \$ 24,375.00  |

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

Page 12 of 21

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

## SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

|    |                         |   |          |
|----|-------------------------|---|----------|
| 19 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III     | MAY/2002 |
| 20 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |
| 21 | DRAFT CLAUSE            | CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS          | FEB/2003 |

(a) Definitions

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commander's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, policies, and procedures, as well as federal statutes,

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

Page 13 of 21

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

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

Page 14 of 21

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

## (h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

## (i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

## (j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

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

Page 15 of 21

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

## (k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

## (l) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

## (m) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

## (n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the

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

Page 16 of 21

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contractor must obtain prior approval from the Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedules.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completed a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procures item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

HD7013

|    |             |  |          |
|----|-------------|--|----------|
| 22 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|    | TACOM-RI    |  |          |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

**CONTRACT CLAUSES**

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

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

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

Page 18 of 21

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

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

(IA7001)

|    |                       |   |          |
|----|-----------------------|---|----------|
| 23 | 52.211-5              | MATERIAL REQUIREMENTS   | AUG/2000 |
| 24 | 52.211-15             | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990 |
| 25 | 52.222-19             | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES   | SEP/2002 |
| 26 | 52.222-21             | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 27 | 52.232-33             | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR<br>REGISTRATION   | MAY/1999 |
| 28 | 52.243-1              | CHANGES - FIXED PRICE   | AUG/1987 |
| 29 | 52.246-1              | CONTRACTOR INSPECTION REQUIREMENTS  | APR/1984 |
| 30 | 52.249-1              | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT<br>FORM)  | APR/1984 |
| 31 | 252.204-7003<br>DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992 |
| 32 | 252.204-7004<br>DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION  | NOV/2001 |
| 33 | 252.225-7001<br>DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | APR/2003 |
| 34 | 252.225-7002<br>DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | APR/2003 |
| 35 | 252.225-7009<br>DFARS | IA0736, DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS<br>AND COMPONENTS) WAS DELETED 15 APR 03 WITHOUT REPLACEMENT | AUG/2000 |
| 36 | 252.231-7000<br>DFARS | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
| 37 | 252.242-7000<br>DFARS | POSTAWARD CONFERENCE  | DEC/1991 |
| 38 | 252.243-7001<br>DFARS | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991 |
| 39 | 252.246-7000<br>DFARS | IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL<br>INSPECTION AND RECEIVING REPORT                             | DEC/1991 |
| 40 | 52.213-4              | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL<br>ITEMS)   | JUN/2003 |
| 41 | 52.209-3              | FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE<br>II  | JAN/1997 |

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 19 of 21</b> |
|                           | PIIN/SIIN DAAE20-03-P-0494                       | MOD/AMD              |

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)  
 \*\* (See Schedule B)

(End of Clause)

(IF7116)

42            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

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

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

(End of Clause)

(IF7003)

43            52.222-20            WALSH-HEALEY PUBLIC CONTRACTS ACT            DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

44            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 21 of 21**

PIIN/SIIN DAAE20-03-P-0494

MOD/AMD

**Name of Offeror or Contractor:** LCL ELECTRONICS INC

## LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--------------|-------------|------------------------|-----------------------|
| Exhibit A              | CDRL         |             | 002                    |                       |
| Attachment 001         | DSL          |             | 001                    |                       |

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

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

(End of Clause)

(JS7001)