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Document Coversheet

Document Description

CONTRACT: N68936-05-P-0833

- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
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- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
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- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

METHOD OF PAYMENT: BY MEANS OF PURCHASE CARD

INVOICE AND CHARGED AMOUNT MUST BE THE SAME AS THE PURCHASE ORDER,

INVOICE AND PURCHASE ORDER MUST HAVE THE SAME VENDORS NAME OR STATED

OTHERWISE, OR PAYMENT WILL BE DELAY.

FOR CREDIT CARD NUMBER CONTACT:

Name: LINDA KAVANAGH

Phone: (805) 989-1908

Email address: Linda.kavanagh@navy.mil

U.S Postal Service Mailing Address:

COMMANDER

CODE 230000E (Linda Kavanagh - 805-989-1908)

NAVAIRWARCENWPNDIV

575 "I" AVE SUITE 1

POINT MUGU, CA 93042-5049

FOR MODIFICATION OF THIS PURCHASE ORDER CONTACT:

EVA WOLOSZYNSKI 805-989-8514

For the technical point of contact on this contract it is your responsibility to send a copy of Proof of Delivery immediately upon receipt of your items (with the contract number on it) to Linda Kavanagh, Code 230000E.

VENDORS INFORMATION:

RADTEC ENGINEERING INC.

POC: John R. Novak

Phone: 303-438-8745 FAX: 303-438-8820

e-mail: jnovak@radar-sales.com

RFQ/ SYNOPSIS: N68936-05-T-0256

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (MAR 1999)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	31-NOV-2005	10	PORT HUENEME FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-TXT-12 **SHIPPING INSTRUCTIONS (OTHER)**
SHIP TO: SEE CLIN FOR INFO

N68936-05-P-0833

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000
COST CODE: 011426430010
AMOUNT: \$29,970.00
CIN 001014738900001: \$29,970.00

CLAUSES INCORPORATED BY FULL TEXT**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

5252.237-9502 COMPENSATION - TIME AND MATERIALS (TASK ORDERS) (SERVICES) (SEP 1999)

(a) Subject to the FAR Clause 52.232-7 "Payments" clause of this contract, the Government will pay the contractor for the performance of task orders issued under this contract the amounts determined to be payable in accordance with the hourly rate set forth in Section B and the amounts determined to be payable in accordance with paragraphs (b) and (c) of this clause. The hourly rates set forth cover all expenses, including wages, overhead, general and administrative expense, profit, subsistence, prorated vacation leave, sick leave, and applicable insurance of all kinds, excluding any and all travel costs which are reimbursable in accordance with paragraph (c) below. If overtime rates are specified in Section B, the contractor will be paid for overtime work in accordance with such overtime rates only to the extent the overtime is approved in advance by the Procuring Contracting Officer (PCO). If no rate is set forth in Section B and overtime work is approved in advance by the PCO, the contractor and the PCO will negotiate rates for such overtime in accordance with paragraph (a)(3) of the "Payments" clause of the contract. The amount payable to the contractor shall be computed by multiplying the appropriate hourly rates set forth by the number of direct labor hours performed in accordance with paragraph (a)(1) of the "Payments" clause of this contract. Payment for the performance of task orders shall be made in accordance with the rates specified in Section B with adjustments as appropriate under paragraph (b) for employees performing Uncompensated Overtime as defined in FAR Clause 52.237-10, "Identification of Uncompensated Overtime".

(b) For individuals performing under an uncompensated overtime system, the amount billed is limited to the uncompensated overtime rate as defined in FAR Clause 52.237-10. All hours shall be burdened and shall be in the base for allocation of overhead and general and administration expenses.

(c) Travel Costs. The contractor shall be reimbursed for travel costs in accordance with FAR 31.205-46 as limited by the Joint Travel Regulations, Volume II and the following:

(1) Where official company travel can reasonably be planned in advance so as to take advantage of available discounted standard or coach airfares, any expenses in excess of those discounted fares are to be considered as, and segregated as unallowable costs; and

(2) Travel made for personnel convenience, including daily travel to and from work, shall not be reimbursed hereunder.

(d) Material Costs and Other Direct Costs. The contractor shall be reimbursed for other direct costs (ODC) including material costs in accordance with Section B and paragraph (b) of the "Payments" clause of this contract. Other direct costs including material costs to be reimbursed under this contract shall be included in each order.

(e) Maximum Ordering. The Government shall not be obligated to pay the contractor any amount in excess of the maximum task order price set forth in any task order issued under this contract. The contractor shall not be obligated to continue performance or to incur costs under any task order if to do so would exceed the maximum task order price set forth in the task order unless the contractor has been notified in writing by the Procuring Contracting Officer (PCO) that the maximum task order price for the task order concerned has been increased in accordance with paragraph (d) of the "Payments" clause of this contract. Pursuant to paragraph (c) of the "Payments" clause, the contractor shall notify the PCO in writing if the contractor has reason to believe the hourly rate payments, travel costs and materials costs which will accrue in the performance of the task order concerned will exceed the maximum task order price set forth in the task order, or when added to all other payments and costs previously accrued, will exceed the maximum ordering price set forth in the contract. If for any other reason the contractor believes that the maximum task order price set forth in any task order should be increased, the contractor shall promptly so notify the PCO in writing. The maximum ordering price of any task order may be increased by the PCO, in his/her discretion, at any time during the period covered by this contract. If the contractor has reason to believe that the total cost to the Government for the work called for in any task order will be substantially less than the maximum order price specified therein, the contractor shall promptly so notify the PCO in writing. The PCO may, based upon such notification, decrease the ceiling price of the task order concerned. Any increase or decrease in the maximum order price of any task order shall be set forth in a modification to the task order.

(f) The term "ceiling price" wherever set forth in the "Payments" clause will be read as "maximum" and, when used to refer to Contract Ceiling Price shall be read as Contract Maximum Ordering Price/Amount. When used in conjunction with task order, "ceiling" shall be construed "maximum" task order amount or the "maximum" amount per cost category such as travel, labor, and other direct costs as appropriate.

G-TXT-02 PAYMENT BY GOVERNMENT PURCHASE CARD (MAR 2003)

This order will be paid with a Government Purchase Card.

Please contact **LINDA KAVANAGH at 805-989-1908** for Government Purchase Card Instructions.

The Government Purchase Card may not be billed until the merchandise is ready for shipment.

The Point of Contact above must be notified each time the card is billed.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

5252.246-9535 Warranty

APR 1990

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jun 2003) - Alternate I	OCT 1995
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.246-1	Contractor Inspection Requirements	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.211-7003	Item Identification and Valuation	APR 2005
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(c) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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) As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, or containers of class I or class II ozone-depleting substances, as follows: "WARNING: Contains (or manufactured with, if applicable) _____*, 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).

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(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

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 Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract [FAR 52.212-5], the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- | | |
|--------------|--|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note). |
| 252.247-7023 | Transportation of Supplies by Sea (10 U.S.C. 2631). |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). |