

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 478300D-2256-ABRU	PAGE 1 OF 6		
2. CONTRACT NO. N68936-02-P-1039	3. AWARD/EFFECTIVE DATE 12-Sep-2002	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL a. NAME			b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY CDR NAWCWD CODE 220000D ATTN: K. MCVAY (760) 939-1848 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100 TEL: FAX: (760) 939-8329		CODE N68936	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS NET 30		
15. DELIVER TO COMMANDER, NAWCWD GOVERNMENT REPRESENTATIVE CODE 478200D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100		CODE N60530	16. ADMINISTERED BY SEE ITEM 9				
17 a. CONTRACTOR/ OFFEROR STELL CO INC BRIAN MAGGS DBA: CHAMPSYSTEMS INC 1085 WILLIAMETTE FALLS DRIVE WEST LINN OR 97068 TEL. (800) 536-1966		CODE 1M3B5 FACILITY CODE	18 a. PAYMENT WILL BE MADE BY DFAS-SD OPLOC CODE FPV EFT: T PO BOX 429100 SAN DIEGO CA 92142-9100			CODE N68688	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$40,838.00	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR			31 a. UNITED STATES OF AMERICA <i>Mary Jacobs</i> (SIGNATURE OF CONTRACTING OFFICER)				
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED	31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY K. JACOBS / PROCURING CONTRACTING OFFICER		31 c. DATE SIGNED 12-Sep-2002		
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION A Solicitation/Contract Form

TIN: 911759123 DUNS: 006645683

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	HP J6700 Workstation FFP - HP J6700 Workstation, 73GB disk drive, 10GB memory (1024MB modules), Keyboard and Mouse, HP UX 11.0 19" HP Color Monitor, Premium FX10 graphics, Standard HP 1 year warranty MILSTRIP N60530-2256-ABRU PURCHASE REQUEST NUMBER 478300D-2247-AARU ADDITIONAL MARKINGS ATTN: Kelly Minnick, Code 478200D, Bldg. 11091, 939-7647 PROJECT 38	2.00	Each	\$20,419.00	\$40,838.00

NET AMT \$40,838.00

ACRN AA Funded Amount \$40,838.00

Due to Government funding needing to be obligated and costed by the 18th of September 2002, delivery needs to be made no later than the 18th of September 2002. If delivery is not made by the 18th of September 2002, this order will be terminated at no expense to the Government, based on failue to meet the agreed delivery schedule.

SECTION D Packaging and Marking

D-TXT-05 PACKING, MARKING AND SHIPPING (CHINA LAKE) (APR 2002)

The external shipping containers for items listed in this order shall be accompanied by a packer:(YES_X_) (NO___).

Containers shall be marked as follows:

- Receiving Officer
- N68936-02-P-1039
- Code 822223D
- Naval Air Warfare Center Weapons Division
- China Lake, CA 93555-6100
- ** Contract number to be filled in at time of award.

NOTE TO VENDORS: RECEIVING DOCK HOURS ARE MONDAY THROUGH THURSDAY, 0730-1530, and every other FRIDAY. If you anticipate making delivery on a Friday please call Receiving at (760)939-2185 to verify receiving dock hours.

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

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

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	18-SEP-02	Each	2.00	Dest.	N60530 COMMANDER, NAWCWD GOVERNMENT REPRESENTATIVE CODE 478200D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the

contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA:	97X4930 NH2C 000 77777 0 068936 2F 000000	002256ABRU00
AMOUNT:	\$40,838.00	
FUNDING	JOB ORDER NO	QUANTITY
ACRN: AA	G984732HPWS0 (Exp. 30 Sep 02)	
AMOUNT:		

G-TXT-15 INVOICING INSTRUCTIONS (CHINA LAKE) (APR 2002)

You must mail two (2) copies OR four (4) _____ copies of your invoice to:

COMMANDER
 CODE J26000E
 NAVAIRWARCENWPNDIV
 575 I AVENUE SUITE 1
 POINT MUGU CA 93042-5049

Important invoicing instruction is hereby incorporated in to this order as follows:

This order is required to be delivered and costed by the 18 September 2002. Therefore, as soon as the order is shipped, you are to also fax a courtesy copy of the invoice to Kelly Minnick at (760) 939-7708.

Please identify one (1) copy of this invoice with the word "ORIGINAL".

The invoice shall contain the following:

Company Name and Address

Invoice Number

Date of Invoice

Order Number: N68936-02-P-1039

In addition you must provide the purchase order line item number (e.g. 0001, 0001AA, etc.), description of supplies or services, period of performance, quantity, unit, unit price, and extended price on your invoice. If your invoice includes charges for services, they must be charged (listed) separately from supplies and state the period of performance. Failure to furnish the above information will result in late payment. Questions regarding these instructions should be referred to the above address or (805) 989-3969.

Payment information is now available through the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

Any other questions regarding this order should be referred to the Contracting Office by contacting the person whose name and phone number appear in the 'Issued By Block' on the face of this order.

For Navy accounting purposes only:
Code 478300d, Phone: (760) 939-7647
Fax: (760) 939-7334

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
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	MAY 1999
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to 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 –

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

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

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

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

(5) 52.222-41, The Service Contract Act As Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be except from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-00006).

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).