

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER 34-0049-11		PAGE 1 OF 25	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER N00173-11-R-SK06

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Susan Kelly	b. TELEPHONE NUMBER (No collect calls) 202-767-6815	8. OFFER DUE DATE/ LOCAL TIME 09/16/11 12:00 pm
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9. ISSUED BY Naval Research Laboratory 4555 Overlook Ave Washington, DC 20375-5326	CODE N00173	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
	13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO CODE	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See page 2. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. 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"/> 27b. 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
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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PART I - THE SCHEDULE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

1. B-1 SUPPLIES/SERVICES AND COSTS

2. CONTINUATION OF THE SF 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

a. Blocks 19 - 24 are completed as follows:

0001 The contractor shall provide bulk delivery of 1 Lot \$ \$
Liquid nitrogen in accordance with
Section C and the following price chart on
a delivery order basis.

PERIOD OF PERFORMANCE	YEARLY FIXED UNIT PRICE
10/01/2011 – 9/30/2012	\$ /G
10/01/2012 – 9/30/2013	\$ /G
10/01/2013 – 9/30/2014	\$ /G
10/01/2014 – 9/30/2015	\$ /G
10/01/2015 – 9/30/2016	\$ /G

0002 The Contractor shall provide for leasing 1 Lot \$ \$
of the following contractor-supplied tanks in
accordance with Section C and the
following price chart on a delivery order basis.

TANK LOCATION NRL BLDG. NO.	GALLON CAPACITY	MONTHLY FIXED UNIT PRICE
03	1,500	
03	1,500	
30	3,200	
101	1,500	
207	3,200	
208	6,000	
215	525	
216	1,500	
A50	1,500	
42	1,500	
A-59	1,500	
A-59G (Microbulk tank)	2-1500 liter	

0003	Services to Government owned tanks; Services may Include maintenance, adjustments, installation, removal, or repair.	1	Lot	\$	\$
0004	OPTION 1 – Automatic tank level monitoring and delivery/fill scheduling with contractor installed wireless transmitting devices on Contractor-supplied Tanks.	1	Lot	\$	\$
0005	OPTION 2 – Automatic tank level monitoring and delivery/fill scheduling with contractor installed wireless transmitting devices on Government-Owned tanks.	1	Lot	\$	\$

b. BLOCK 25 is completed as follows:

TOTAL NOT TO EXCEED CONTRACT VALUE (CLIN's* 0001-0004): \$**

*CONTRACT LINE ITEM NUMBER

**WILL BE FILLED IN AT TIME OF AWARD

B-2 CONTRACT MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the clause of the solicitation entitled, "Indefinite Quantity", the minimum quantity inclusive of all years to be ordered is 250,000 gallons. The maximum quantity inclusive of all years that may be ordered is 10,000,000 gallons. The minimum amount shown is the minimum quantity of gallons the Government may order. The maximum amount shown is the maximum quantity of gallons the Government may order.

B-3 CONTRACT MINIMUM AND MAXIMUM QUANTITIES

The minimum leasing time of contractor-supplied tanks inclusive of all years is from 10/01/2011 through 9/30/2012. The maximum leasing time of contractor-supplied tanks inclusive of all years is 10/1/2011 through 9/30/2016. The minimum amount shown is the minimum months of leasing the Government may order and may consist of any combination of tanks identified in Section B. The maximum amount shown is the maximum months of leasing the Government may order and may consist of any combination of tanks identified in Section B.

B-4 EACH DELIVERY MINIMUM AND MAXIMUM QUANTITIES

The minimum quantity the Government may require on a single delivery order is 6,000 gallons.

The maximum quantity the Government may order on a single delivery order is 30,000 gallons.

3. ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The contractor shall furnish, in bulk delivery, liquid nitrogen to all tanks listed in Section F located on-site at the Naval Research Laboratory. The liquid nitrogen shall be low moisture, Type II, Grade B, Class I.

C-2 There shall be no downtime in the supply of liquid nitrogen at each tank location. Also, there shall be no downtime in the supply of liquid nitrogen during any removal and installation of contractor supplied tanks at each location. At no time during the period of this contract shall any tank be allowed to become empty, except as required just prior to removal of a tank.

C-3 The contractor must have customer service operators on duty 24/7 (including holidays) to receive calls and set up deliveries. The Contractor must be able to make deliveries 24 hours per day, 7 days a week, including holidays.

C-4 The contractor shall maintain Contractor-Supplied tanks to operate and function within the manufacturer's specifications. In the event of a catastrophic failure, the Contractor shall replace the tank immediately to ensure continuity of service. Repair, maintenance and replacement of Contractor-Supplied tanks must be completed at no additional cost to the Government

C-5 The contractor shall provide certified technicians on an as needed basis to complete tank maintenance and repairs on Government Owned tanks. Repair, maintenance and replacement of Government-Owned tanks will be scheduled and authorized with a Service Task Order after receipt by the COR of a Service proposal.

C-6 OPTION 1 (if exercised) The contractor shall install wireless telemetry devices on all contractor-supplied tanks. Installation shall be scheduled in advance with the COR. The contractor shall monitor and maintain the telemetry system for each tank. The contractor shall monitor the status and fill level of each tank and schedule tank fills and servicing as indicated via the monitored telemetry. Telemetry readings must be available via a Contractor provided, password protected web site for use by the COR.

C-7 OPTION 2 (if exercised) The contractor shall install wireless telemetry devices on all Government owned tanks. Installation shall be scheduled in advance with the COR. The contractor shall monitor and maintain the telemetry system for each tank. The contractor shall monitor the status and fill level of each tank and schedule tank fills and servicing as indicated via the monitored telemetry. Telemetry readings must be available via a Contractor provided, password protected web site for use by the COR.

C-8 Delivery and Service details must be available via a Contractor provided, password protected web site for use by the COR. The Delivery details that must be available includes: date and time of the delivery, number of gallons delivered to each tank, and the operational/maintenance status of each tank. The service details that must be available includes: date and time of service, name of technician, reason for service, type of service provided and whether any follow up service is required.

C-9 Any replaced contractor-supplied tank shall have the same specifications and capacities as the existing tank(s) being replaced unless otherwise stipulated by the Government. There shall be a modification to the contract and a written delivery order issued prior to any installation, removal, or addition of contractor-supplied tanks. Any contractor-supplied tank under this contract requiring any adjustments to the existing specifications shall be made by issuance of a delivery order.

C-10 The government has the option to discontinue tank leases and/or to require delivery of bulk nitrogen to newly acquired tanks. There is no obligation by the Government to purchase any contractor-supplied tanks. There shall be a modification to the contract and a written delivery order issued prior to any addition of tanks requiring nitrogen delivery.

C-11 For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 23 June 2008 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/15onsite.htm>

C-12 Pursuant to DFARS 211.106 contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

SECTION D
PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

D-3 The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

SECTION E
INSPECTION AND ACCEPTANCE

E-1 Authorized Government Representative (AGR) for Inspection and Acceptance-
_____, Code _____, Telephone number (202) 767-_____, email: _____@nrl.navy.mil.

(to be competed at time of award)

SECTION F
DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.211-11	- Liquidated Damages - Supplies, Services, Or Research And Development (SEP 2000)(fill in \$2,000)
52.211-16	- Variation In Quantity (APR 1984) - The permissible variation shall be limited to: 10% increasedecrease per delivery order. This increase or decrease shall apply to CLIN 0001.
52.211-17	- Delivery Of Excess Quantities (SEP 1989)
52.242-15	- Stop-Work Order (AUG 1989)
52.242-17	- Government Delay Of Work (APR 1984)
52.247-34	- F.O.B. Destination (NOV 1991)

F-2 DELIVERY AND PERFORMANCE

CLIN 0001:

- (1) **SCHEDULED DELIVERIES:** Scheduled deliveries shall be made every Tuesday, Wednesday and Friday between 5:00 a.m. and 7:00 a.m., unless a Government holiday falls on either a Tuesday or Friday. Only an authorized representative listed in Section G-2 may place a delivery request for scheduled delivery against an existing written delivery order signed by a Contracting Officer. The request will be placed in advance every Monday, Tuesday and Thursday. Only the Government owned tank identified as Bldg. A-59-1, 13,000 Gallons, Bldg. A-59-2, 13,000 Gallons, and Contractor owned tank identified as Bldg 208 Lg, may accept scheduled delivery between 5:00 a.m. and 3:00 p.m. The Contractor must provide a confirmation number for each tank scheduled for delivery, four (4) hours from the receipt of the delivery request.
- (2) **UNSCHEDULED DELIVERIES:** Unscheduled deliveries may be requested on any day, except Federal holidays, and at any time during the term of this contract. Only an authorized representative listed in Section G-2 can place a delivery request for unscheduled delivery against an existing written delivery order signed by a Contracting Officer. The contractor shall have no more than 24 hours from the time of the request to make delivery at the Naval Research Laboratory.

(3) **EMERGENCY DELIVERIES:** Emergency deliveries may be requested on any day, including Federal holidays, and at any time during the week. Only an authorized representative listed in Section G-2 can place a delivery request for an emergency delivery against an existing written delivery order signed by a contracting Officer. In emergency cases, when an existing delivery order is not in place, a delivery request may be placed by an authorized representative listed in Section G-2 or by a written delivery order within 5 working days of the emergency request. The contractor shall have no more than 8 hours from the time of the request to make delivery at the Naval Research Laboratory.

(4) **DELIVERY PROCEDURES**

The following delivery procedures apply for escorted deliveries:

- (1) Drivers shall report to NRL Building 49 where NRL will provide an escort as the contractor delivers to each tank;
- (2) All requested tanks shall be filled to capacity, unless otherwise specified in the order, by completion of the delivery;
- (3) The contractor shall sign each individual receipt as to the quantity delivered for each receiving tank;
- (4) The NRL escort will co-sign each individual receipt to ensure correctness;
- (5) The contractor shall provide the escort with a copy of the signed receipts;
- (6) The COR will reconcile the contractor's invoices against each receipt;
- (7) The COR will authorize payment upon completion of (1) through (5) above and in accordance with Section G-5.

CLIN 0002:

CONTRACTOR SUPPLIED TANK LEASES: A written delivery order must be placed to cover tank leases.

CLIN 0003:

Maintenance, Repair or Replacement Service of Government-Owned Tanks: A written delivery order must be placed to cover Service costs.

CLIN 0005:

Wireless Telemetry on Government-Owned Tanks: A written delivery order must be placed to cover telemetry costs.

F-3 PERIOD OF PERFORMANCE

The effective period of this contract during which delivery orders may be issued is from _____ through _____. Each delivery order will specify the period of performance in which delivery may be made.

F-4 PLACE OF PERFORMANCE

Place of performance shall be at the Naval Research Laboratory

Contract Number

ATTN: *

CODE: *

LOCATION: *

Bldg. 49

4555 Overlook Avenue, SW

Washington, DC 20375-5320.

(* To be completed at time of award)

Below is a complete listing of possible tanks to be filled, location, capacity, and identifying tank

CONTRACTOR-SUPPLIED TANKS:

TANK LOCATION NRL BLDG. NO.	GALLON CAPACITY	Tank Number
03	1,500	03-1109
03	1,500	03-1110
30	3,200	30
101	1,500	101
207	3,200	207
208	6,000	208 Large
215	525	215
216	1,500	216 Medium
A50	1,500	A50
42	1,500	42
A-59	1,500	A-59S
A-59	2-1500 liter	A-59G Microbulk tank

GOVERNMENT OWNED TANKS:

NRL BUILDING NUMBER	CAPACITY IN GALLONS	TANK NUMBER
271	1,500	271
A11	1,500	A11M
A-59	13,000	A59-1
A-59	13,000	A59-2
A-59	1,500	A59N
A11	525	A11
250	3,200	250

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Block 31 on Standard Form 1449.

a. Contractor Inquiries:

Administrative Contracting Officer (ACO) - See Block 16 of Standard Form 1449

b. Administrative Contracting Officer Inquiries:

Contract Specialist – Susan Kelly, sue.kelly@nrl.navy.mil, (202) 767-6815

Security Matters- Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head, Safety Branch, Code 3540, (202)767-2232, DSN 297-2232, , email safety@nrl.navy.mil

Patent Matters- Associate Counsel (Intellectual Property), Code 1008.2, (202)404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* {FILL IN official name, CODE, TELEPHONE #- email } @nrl.navy.mil is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

(* To be completed at time of award)

G-3 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

G-4 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 8 December 2009 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/15onsite.htm>

G-5 ORDERING PROCEDURES FOR INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing written and verbal orders under this contract:

- (a) The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of written delivery orders under this contract. Any request for delivery must be in accordance with the terms and conditions, period of performance, and maximum quantity of the existing written delivery order under this contract. Only when the request is for an emergency-delivery (as defined in Section F-2 (3)) can a written delivery order be confirmed within 5 working days of the delivery request. Each delivery order must be in accordance with the terms and conditions, period of performance, and maximum quantity of this contract.
- (b) Only properly appointed Contracting Officers employed at the Naval Research Laboratory shall issue written delivery orders under this contract.
- (c) All other delivery requests, in accordance with Section F-2, must be placed against a written delivery order by the following authorized representatives only:
 - (1) COR
 - (2) *
 - (3) *

**to be completed at time of award*

(d) Written delivery orders issued shall include, but not be limited to, the following information:

- (1) Date of Order
- (2) Contract number and delivery order number
- (3) Accounting and appropriation data
- (4) Maximum Amount to be delivered
- (5) Building and Tank Number identifying each Tank Scheduled for Delivery
- (6) Period of Performance

(e) Verbal orders shall include, but not be limited to the following information:

- (1) Date of Order
- (2) Contract Number, Delivery Order Number, Delivery Request Number
- (3) Maximum Amount to be Delivered
- (4) Building and Tank Number identifying Each Tank Scheduled for Delivery

(f) The ceiling amount for each delivery order will be the ceiling price stated therein and may not be exceeded except the combination of all verbal orders except when authorized by a modification to the existing delivery order. Furthermore, the ceiling amount of the contract will be the ceiling price stated therein and may not be exceeded by the combination of all written delivery orders except when authorized by a modification to the contract.

G-6 ACCOUNTING AND APPROPRIATION DATA

Each delivery order will contain the accounting and appropriation data for payment under the contract.

G-7 PAYMENT AND INVOICE INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests and Receiving Reports* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm>. The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for act

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil/>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

Under "Create New Document" select "Invoice and Receiving Report (Combo)" for fixed price supply contracts OR "Invoice as 2 in 1" for fixed price services contracts. When you enter the contract number, some of the other fields in the document may fill out automatically.

Use the appropriate Item Number stated in Section B of the contract (e.g., 0001, 0002 or 0001AA, 0001AB, etc).

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the invoice. If more than one ACRN is cited, the invoice must indicate the amounts to be paid from each. Information may be obtained from the COR to assist the contractor in determining the appropriate ACRNs from which payment is to be made.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

(Note - since WAWF does not accept the use of multiple ACRNs with the same AAA or SDN for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices).

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3rd character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

ROUTING TABLE	
DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	<input checked="" type="checkbox"/> Invoice and Receiving Report (COMBO) <input type="checkbox"/> Invoice as 2-in-1 (services only)
Contract Number	N00173-11-D-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
CAGE Code	

IMPORTANT: When using WAWF, utilize the "Send More Email Notifications" function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

Send More Email Notifications	
Acceptor email	Fill in at award@nrl.navy.mil

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line : 1-800-559-WAWF(9293).

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 Offeror Representations and certifications

The Contractor's Online Representations and Certifications Application (ORCA) valid from _____ to _____ are incorporated herein by reference.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

4. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items :

(Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C.253g and 10 U.S.C.2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) *(if the offeror elects to waive the preference, it shall so indicate in its offer)* (15 U.S.C. 657a).

(7) [Reserved]

(8) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6

- (iii) Alternate II (MAR 2004) of 52.219-6
- (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7
- (iii) Alternate II (MAR 2004) of 52.219-7
- (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C.637 (d)(2) and (3)).
- (11) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008)(15 U.S.C.637 (d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C.637(a)(14)).
- (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer)
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).(15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor –Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C.4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C.793).

- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C.4212).
- (26) (i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (27) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- (ii) Alternate I (AUG 2007) of 52.222-50.
- (28) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (29) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- (30) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42. U.S.C. 8259b).
- (31) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16
- (32) 52.225-1, Buy American Act – -Supplies (FEB 2009) (41 U.S.C.10a – 10d).
- (33) (i) 52.225-3, Buy American Act –Free Trade Agreements—Israeli Trade Act (JUN 2009) (41 U.S.C.10a –10d, 19 U.S.C.3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78,108-286, and 109-53 and 109-169).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (35) 52.225-13,Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s. proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)(42 U.S.C. 5150).
- (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).
- (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- (40) 52.232-3, Payment by Electronic Funds Transfer -- Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (41) 52.232-34, Payment by Electronic Funds Transfer --Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (42) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C.552a).
- (44) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items :

(Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As Amended (NOV 2007) (41 U.S.C.351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (SEP 2009) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services- Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).
- (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C.5112 (p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) 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 and 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 type and 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).
- (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C.4212).
- (v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vii) 52.222-41, Service Contract Act of 1965, (FEB 2009), (41 U.S.C. 351, *et seq.*).
- (viii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (ix) ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222.51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222.53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

- (xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiii) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) 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.

5. 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (NOV 2009)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(9) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

- (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD Appropriations Acts).
- (12) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (13) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (14) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (15) (i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) Alternate I (JUL 2009) of 252.225-7036.
- (16) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)(10 U.S.C. 2534 (a)(3)).
- (17) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) and similar sections in subsequent DoD appropriations acts).
- (18) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (19) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (20) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227)
- (21) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (22) 252.243-7002, Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).
- (23) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (24)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
(ii) Alternate I (MAR 2000) of 253.247-7023.
(iii) Alternate II (MAR 2000) of 253.247-7023.
(iv) Alternate III (MAY 2002) of 253.247-7023.
- (25) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

ADDITIONAL FAR AND DFARS:

- 52.204-7 - Central Contractor Registration (APR 2008)
- 252.204-7004 - Alternate A Central Contractor Registration (SEP 2007)
- 252.211-7003 - Item Identification And Valuation (AUG 2008) (Fill in none in (c)(1)(ii) and (c)(1)(iii))

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

J-1 CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS:

Attachment (1) – Historical Usage Data – 1 Page

6. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JAN 2011)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K

K-1 FAR 52.212-3 Offeror Representations and certifications – commercial items (SEP 2010)

Offeror must complete the following electronic annual representations and certifications via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database <http://www.ccr.gov/> .: FAR 52.212-3 Offeror Representations and Certifications--Commercial Items and DFARS 252.212-7000 Offeror Representations and Certifications--Commercial Items. In accordance with paragraph (j) of FAR 52.212-3 if changes to the ORCA annual representations and certifications apply to this acquisition, the offeror must clearly identify the applicable paragraphs at (b) through (i) that the offeror has completed for the purpose of this solicitation only. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

7. ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS- COMMERCIAL ITEMS
(JUNE 2008)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

**L-1 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (OCT 2010)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions

in Table 15-2 are incorporated as a mandatory format to be used I this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

L-2 52.237-1 SITE VISIT (APR 1984)

A site visit will be held at the Naval Research Laboratory (NRL), on **26 August 2011** beginning promptly at 10:00 a.m. local time. Offerors are urged and expected to attend the site visit and to satisfy themselves regarding the general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Offerors who plan to attend must submit a visit request at least five (5) days prior to the scheduled date to:

E-mail: Sue.kelly@nrl.navy.mil
or
Naval Research Laboratory
Attn: Code 3220.SK - Site Visit SK06
4555 Overlook Avenue S.W.
Washington, D.C. 20375

Visit requests will normally be prepared on letterhead and shall contain the following information:

Name of individual(s):
Social Security Number of each individual:
Citizenship of each individual(s):
Purpose of Visit: **Site Visit N00173-11-R-SK06**
Classification Level of Visit: **Unclassified**

Number of requests are limited to 2 per contractor.

Only U.S. citizens or Non-U.S. citizens with a Green Card may pre-register. Parking will be available for this site visit. Further information, including directions and/or maps, will be provided to contractors submitting a visit request.

At the site visit, all questions must be presented in writing, so be sure to bring writing materials with you. After the site visit, any additional questions must be submitted in writing by e-mail to sue.kelly@nrl.navy.mil no later than five (5) calendar days after the date of the site visit. All questions will be formally addressed and answered on our website at:
<http://heron.nrl.navy.mil/contracts/11SK06.HTM>.

Failure of a prospective offeror to attend the site visit or submit questions will be construed to mean that the offeror fully understands all requirements of the solicitation. No individual site visits will be scheduled.

L-3 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity type of contract with Firm Fixed Price Orders resulting from this solicitation.

**SECTION M
EVALUATION FACTORS FOR AWARD**

M-1 FAR 52.212-2 - EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government intends to award a contract resulting from this solicitation to that responsible offeror proposing the lowest price for the Supplies or Services that has been determined to comply with the requirements of the solicitation.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Historical Usage – Bulk Nitrogen and Services

The following is a breakdown of how much nitrogen was used for years one through four of the expiring contract:

Year 1 1,365,572 gallons

Year 2 1,382,519 gallons

Year 3 1,441,045 gallons

Year 4 1,146,456 gallons

Combined Years 1-4 Tank Services. \$54,000