

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9</b>	PAGE OF <b>1</b>   <b>19</b> PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-01-R-DL04</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>8 June 2001</b>	6. REQUISITION/PURCHASE NO.
7. ISSUED BY <b>CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE: 3220.DL WASHINGTON DC 20375-5326</b>		CODE <b>N00173</b>	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 222, Room 115 until 4:00 local time 9 July 2001  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>DIAN LOCKAMY</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 767-3782</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	26. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>ITEM NUMBER</b>	<b>SUPPLIES OR SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT AMOUNT PRICE</b>
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0001 The contractor shall provide bulk delivery of liquid nitrogen as described in Section C on a delivery order basis to Government-owned and contractor-supplied tanks.

SUPPLIES	NOT-TO-EXCEED QUANTITY	UNIT	PERIOD OF PERFORMANCE	YEARLY FIXED UNIT PRICE	NOT-TO EXCEED AMOUNT
Bulk Liquid Nitrogen	2,800,000	gallons	10//1/2001 – 9/30/2003		
Bulk Liquid Nitrogen	4,200,000	gallons	10/1/2003 – 9/30/2006		

**CLIN 0001: TOTAL NOT-TO-EXCEED AMOUNT (7,000,000 GALLONS):**

\*  
0002 The Contractor shall provide for leasing the following contractor-supplied tanks in accordance with Section C.

TANK LOCATION NRL BLDG. NO.	GALLON CAPACITY	UNIT	MONTHLY FIXED UNIT PRICE	NOT-TO EXCEED AMOUNT
03-1109	1,500	Mo		
03-1110	1,500	Mo		
30	3,200	Mo		
A-59N	1,500	Mo		
101	1,500	Mo		
207	3,200	Mo		
208 Large	6.000	Mo		
215	525	Mo		
216 Medium	1,500	Mo		
216 Large	6,000	Mo		
A50	1,500	Mo		

**CLIN 0002: TOTAL NOT-TO-EXCEED AMOUNT FOR 60 MONTHS LEASING OF ALL CONTRACTOR-SUPPLIED TANKS**

**ITEM  
NUMBER****SUPPLIES/SERVICES**

0003 The Contractor shall provide a matrix for Government purchase of each contractor-supplied tank for each month from 10/01/2001 through 9/30/2006 in accordance with Section C.

**CLIN 0003: TOTAL NOT-TO-EXCEED AMOUNT FOR THE PURCHASING OF ALL CONTRACTOR SUPPLIED TANKS FROM 10/01/2001 THROUGH 9/30/2006: \$**

0004 Services for Adjustments, installation, removal, or addition of contractor Supplied tanks as described in individual delivery orders.

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

**B-2 CONTRACT MINIMUM AND MAXIMUM QUANTITIES (CLIN 0001)**

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 7,000,000 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 (CLIN 0002)**

The minimum leasing time of contractor-supplied tanks inclusive of all years is from 10/01/2001 through 3/31/2002. The maximum leasing time of contractor-supplied tanks inclusive of all years is 10/1/2001 through 9/30/2006. 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.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1** The contractor shall furnish, in bulk delivery, liquid Nitrogen gas to all tanks listed in Section F-2 (e) 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.

**C-3** Any replaced contractor-supplied tank shall have the same specifications and gallon 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-4** The government has the option to discontinue leases in order to purchase contractor-supplied tanks and continue liquid nitrogen service to the newly acquired Government-owned tanks. There is no obligation by the Government to purchase any contractor-supplied tanks.

**C-5** The matrix to be supplied for CLIN 0003 shall provide for the purchase of contractor-supplied tanks and shall include all credits from leasing. Sample matrix is provided as Attachment (1).

**C-6** 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 11 April 2000 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**SECTION D**  
**PACKAGING AND MARKING**

**D-1** 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 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:**

<b>FAR CLAUSE</b>	<b>TITLE</b>
52.246-2	- Inspection Of Supplies - Fixed -Price (AUG 1996)
52.246-4	- Inspection Of Services - Fixed Price (AUG 1996)
52.246-16	- Responsibility For Supplies (APR 1984)

**DFARS CLAUSE TITLE**

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract . Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:****FAR CLAUSE TITLE**

- 52.211-11 - Liquidated Damages - Supplies, Services, Or Research And Development (APR 1984)(fill in \_\_\_\_\_)
- 52.211-16 - Variation In Quantity (APR 1984) - The permissible variation shall be limited to: 10% increase/decrease per delivery order. This increase or decrease applies 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 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-5 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 and Thursday. Only the Government owned tank identified as Bldg. A-59-1, 13,000 Gallons, Bldg. A-59-2, 13,000 Gallons, Tank No. J 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-5 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-5 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-5 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.

**CLIN 0002:**

(4) **CONTRACTOR SUPPLIED TANKS LEASES:** A written delivery order must be placed to cover tank leases.

**CLIN 0003:**

(5) **GOVERNMENT PURCHASE OF CONTRACTOR SUPPLIED TANK(S):** A written delivery order must be placed to purchase contractor supplied tanks.

(6) **DELIVERY TRANSPORTATION CHARGES**

(1) The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the F.O.B. Destination clause in Section F-1.

(7) **DELIVERY PROCEDURES**

The following delivery procedures apply:

- (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 contract will provide the escort with a copy of the signed receipts;
- (6) The TM will reconcile the contractor's invoices against each receipt;
- (7) The TM will authorize payment upon completion of (1) through (5) above and in accordance with Section G-3.

(8) **PERIOD OF PERFORMANCE**

(1) The effective period of this contract during which delivery orders may be issued is from 10/01/2001 through 9/30/2006. Each delivery order will specify the period of performance in which delivery may be made.

**(9) PLACE OF PERFORMANCE**

(1) Place of performance shall be at the Naval Research laboratory, Washington, D.C. Below is a complete listing of possible tanks to be filled, location, capacity, and identifying tank number.

**CONTRACTOR-SUPPLIED TANKS:**

<b>NRL BUILDING NUMBER</b>	<b>CAPACITY IN GALLONS</b>
03-1109	1,500
03-1110	1,500
30	3,000
A-59	1,500
101	1,500
207	3,200
208	6,000
215	525
216	1,500
216	6,000
A50	1,500

**GOVERNMENT OWNED TANKS:**

<b>NRL BUILDING NUMBER</b>	<b>CAPACITY IN GALLONS</b>	<b>TANK NUMBER</b>
A-69	3,000	K
208	300	L
208	1,500	M
A-59	13,000	A59-1
A-59	13,000	A59-2
A-59	1,500	N
A11	525	A11

**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 Item 20A on Standard Form 26.

Contract Matters- \*

Security Matters- \*

Safety Matters- \*

Patent Matters- \*

Release of Data- \*

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(\* To be filled in at time of award)

## **G-2 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS**

\* is hereby designated the cognizant Technical Manager who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The Technical Manager is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Technical Manager 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 statements of work, a modification must be issued in writing and signed by the Contracting Officer. The Technical Manager, after review and signature of the "Material Inspection and Receiving Report, DD Form 250, If applicable, will forward a copy to the Administrative Contracting Officer.

(\* To be filled in at time of award)

## **G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoices" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.  
 a consolidated invoice covering all shipments delivered under an individual order.  
 either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

#### **G-4 INVOICING ADDRESS**

With reference to paragraph (b) of the above provision, "Submission of Invoices(Fixed Price)", the contractor shall submit invoices to the address in Block 12 of the contract award form (SF26).

#### **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:

(\*To be filled in 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.

### **SECTION H SPECIAL CONTRACT REQUIREMENTS**

#### **H-1 TYPE OF CONTRACT**

(To be filled in at time of award)

#### **H-2 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

#### **H-3 ON-SITE USE OF GOVERNMENT PROPERTY**

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL). Such use will be on a rent-free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

### **PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES**

#### **I-1 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):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

<b>FAR CLAUSE</b>	<b>TITLE</b>
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.207-5	- Option To Purchase Equipment (FEB 1995)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-5	- Material Requirements (OCT 1997)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUNE 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.219-9	- Small Business Subcontracting Plan (OCT 2000)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-18	- Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	- Notification Of Ownership Changes (OCT 1997)
52.215-21	- Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997)
52.219-8	- Utilization Of Small Business Concerns (OCT 2000)
52.219-9	- Small Business Subcontracting Plan (OCT 2000)
52.219-16	- Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	- Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
52.222-1	- Notice To The Government Of Labor Disputes (FEB 1997)
52.222-3	- Convict Labor (AUG 1996)
52.222-19	- Child Labor - Cooperation With Authorities And Remedies (FEB 2001)
52.222-21	- Prohibition Of Segregated Facilities (FEB 1999)
52.222-26	- Equal Opportunity (FEB 1999)
52.222-35	- Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR

- 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (JAN 1999)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (JUN 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate II (APR 1984)
- 52.245-1 - Property Records (APR 1984)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989)
- 52.245-17 - Special Tooling (APR 1984) DEVIATION
- 52.245-19 - Government Property Furnished "As Is" (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)  
(fill in Naval Research Laboratory)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984)

- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

**DFARS CLAUSE    TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 2000)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (AUG 2000)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
- 252.225-7021 - Trade Agreements (APR 2000)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7009 - Mandatory Payment By Governmentwide Commercial Purchase Card (JUL 2000)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.248-7000 - Preparation Of Value Engineering Change Proposals (MAY 1994)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

**I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)****(a) Definitions.**

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, 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).

**I-3 FAR 52.216-18 ORDERING (OCT 1995)**(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/01/2001 through 09/30/2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I-4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 6,000 gallons, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 30,000 gallons

(2) Any order for a combination of items in excess of 100,000 gallons; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I-5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the period of performance of this contract.

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

- J-1 Attachment (1) – Sample Matrix, 1 page
- J-2 Attachment (2) - Accounting and Appropriation Data. 1 page

**PART IV - REPRESENTATIONS AND INSTRUCTIONS  
SECTION K  
REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K-1 Representations, Certifications, and Other Statements of Offerors or Respondents**

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

**K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**

The fill in information is as follows:

The NAICS code for this acquisition is: 325120

The small business size standard is: 1000

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

**L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**FAR CLAUSE    TITLE**

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (FEB 2000)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)

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

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all 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.

### **L-3 SITE VISIT SCHEDULE**

A site visit will be conducted on June 29, 2001. Offerors must contact Dian Lockamy, 202-767-3782, on or before June 22, 2001 to be scheduled for the site visit. A limit of 2 representatives from each company is requested.

Offerors scheduled to attend the site visit will meet in Building 72 at the Naval Research Laboratory by 10:00 A.M. the day of the site visit. Security badges will be provided to each attendee for entrance on the laboratory. Proof of U. S. citizenship is required. No cameras, firearms, or alcoholic beverages are allowed on the laboratory. A van will be provided for you at Building 72 for transportation to the site. Questions not otherwise explained in this solicitation shall be submitted in writing at the site visit or within 2 working days after the site visit via facsimile on (202) 767-0430, Attention Code 3220.DL.

### **L-4 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a  DX rated order;  DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

### **L-5 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below : See L-12.

Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc).

### **L-6 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Indefinite Delivery Indefinite Quantity type contract with Firm Fixed Priced orders resulting from this solicitation.

### **L-7 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval

Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L-8 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

#### **L-9 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

#### **L-10 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS**

##### **PART A – TECHNICAL PROPOSAL**

(1) Required Copies: Original and 2 copies.

(2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

**RFP No. N00173-01-R-DL04**

**Closing Date: (As specified in Block 9, RFP face page)**

**Attn: Code 3220:DL**

(3) The following information is required for evaluation of your technical proposal. Any additional information may be provided.

(a) The technical proposal must demonstrate an understanding of all requirements covered in the solicitation's terms and conditions. The proposal must be sufficiently detailed and complete to demonstrate an understanding of and an ability to comply with the solicitation's Statement of Work, Delivery, and Performance requirements. General statements that the offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the solicitation's Statement of work will not constitute compliance with this solicitation.

(b) A listing of recent Department of Defense or other government or commercial

contracts under which the offeror has furnished identical or similar products. Also, a statement of names and telephone numbers of customers and technical personnel involved in the contract.

## **L-11 VOLUME II - BUSINESS PROPOSAL**

### **(1) PRICE PROPOSAL**

- a. The fixed unit prices shall be indicated in Section B for CLIN 0001, 0002 and 0004.
- b. Each offeror must provide a matrix for determining the purchase price of each contractor-supplied tank anytime during the period of performance under this contract. Your proposed matrix of prices must include a formula for prorating the purchase price based on the actual number of months a tank has been previously leased under CLIN 0002.
- c. **REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES**

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M-1 EVALUATION**

The contract will be awarded upon the basis of an affirmative determination that the offer received is acceptable technically, the offeror's past performance is acceptable, the offeror is responsible and the price is fair and reasonable.

CLIN 0003 will **not** be evaluated for purposes of determining overall lowest price. CLIN 0003 will only be evaluated on the responsiveness to this requirement. An offeror's proposed matrix under CLIN 0003 will be incorporated into the contract award upon determining the basis for award in accordance with M-1 above.

### **M-2 AWARD BY FULL QUANTITY**

An offeror must propose on all items in this solicitation to be eligible for award. Award will be made to that responsible offeror proposing the lowest total price for all items.

