

IMPORTANT NOTICE

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Mail that is irradiated may exhibit a discolored (tan-colored) quality, as well as be brittle, show spots on envelopes and make address labels unreadable. Irradiation may destroy electronic format materials provided on computer discs. Customers and businesses sending mail to ZIP Codes 202-205 can avoid the irradiation process by affixing postage meter strips or permit indicia instead of postage stamps to Express or Priority Mail. The use of corporate accounts for Express Mail or registered mail also is another way to avoid the irradiation process.

Due to potential delays in receiving mail and potential for receipt of damaged computer discs, offerors are encouraged to use alternatives to the mail when submitting proposals.

This solicitation contains the provision at FAR 52.215-5 which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

DO

PAGE OF

1

20

PAGES

2. CONTRACT NO.

3. SOLICITATION NO.

N00173-02-R-SK04

4. TYPE OF SOLICITATION

SEALED BID (IFB)

NEGOTIATED (RFP)

5. DATE ISSUED

8 Aug 02

6. REQUISITION/PURCHASE NO.

56-9105-02

7. ISSUED BY
 CONTRACTING OFFICER
 NAVAL RESEARCH LABORATORY
 4555 OVERLOOK AVENUE SW
 WASHINGTON DC 20375-5326
 ATTN: CODE

CODE

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 See Section L-2 until 4:00pm local time 10 Sep 02
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, 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

Susan Kelly

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

202-767-6815

11. TABLE OF CONTENTS

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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 60 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	%
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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

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:

10 U.S.C. 2304(c) () 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. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(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

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall deliver a Thermal Imager System in accordance with the specifications.	1	LO	\$	\$
0002 (OPTION)	The Contractor shall deliver a Microscope system with a 10 um optical resolution with x-y translation stage and cast iron base.	1	EA	\$	\$
0003 (OPTION)	The Contractor shall deliver a close-up lens of 100 um resolution for the Microscope system above.	1	EA	\$	\$
0004 (OPTION)	The Contractor shall deliver an additional copy of the software.	1	EA	\$	\$

TOTAL DOLLAR AMOUNT FOR ALL CLINs* IF EXERCISED : \$

*CONTRACT LINE ITEM NUMBER

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 Items furnished under this contract shall comply with Attachment (1), Specifications and all other Attachments cited in Section J, which are incorporated by reference into Section C.

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.

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

- 52.246-2 - Inspection Of Supplies - 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

- 52.211-17 - 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 FAR 52.211-8 - TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
<i>[Contracting Officer insert specific details]</i>		
Item No.	Quantity	Within Days After Date of Contract or exercise of option
0001	1 LO	90
0002 (Option)	1 EA	90
0003 (Option)	1 EA	90
0004 (Option)	1 EA	90

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After Date of Contract or exercise of option
0001	1 LO	
0002 (Option)	1 EA	
0003 (Option)	1 EA	
0004 (Option)	1 EA	

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F-3 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer
 Naval Research Laboratory
 Contract Number
 ATTN: *
 CODE: *
 LOCATION: *
 Bldg. 49
 4555 Overlook Avenue, SW
 Washington DC 20375-5320

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

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).

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 OPTION(S)

The Government may require delivery of the optional items under this contract by the Contracting Officer's giving written notice anytime from date of contract award through Delivery of CLIN 0001.

H-4 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.

H-5 SUBCONTRACTING PLAN

The contractor's Comprehensive Small Business Subcontracting Plan is incorporated into this contract in accordance with DFARS SUBPART 219.7 *Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans*.

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

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (DEC 2001)
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)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-5	- Material Requirements (AUG 2000)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
502.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-21	- Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997) {See L-11(1)}

- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997) *(will be included if the successful offeror is a small business or a non-profit organization)*
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997) *(will be included if the successful offeror is not a small business or a non-profit organization)*
- 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)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (FEB 2002)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (FEB 2002)
- 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)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAY 2002)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)

- 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

- 52.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 52.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 52.204-7004 - Required Central Contractor Registration (NOV 2001)
- 52.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 52.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 52.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 52.215-7000 - Pricing Adjustments (DEC 1991)
- 52.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (AUG 2000)
- 52.225-7012 - Preference For Certain Domestic Commodities (APR 2002)
- 52.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 52.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 52.225-7036 - Buy American Act – North American Free Trade Agreement Implementation Act – Balance Of Payments Program (MAR 1998)
- 52.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 52.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 52.227-7000 - Non-Estoppel (OCT 1966)
- 52.227-7001 - Release Of Past Infringement (AUG 1984)
- 52.227-7034 - Patents--Subcontracts (APR 1984)
- 52.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 52.231-7000 - Supplemental Cost Principles (DEC 1991)
- 52.242-7000 - Postaward Conference (DEC 1991)
- 52.242-7004 - Material Management And Accounting System (DEC 2000)
- 52.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 52.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 52.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 52.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 52.247-7024 - 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)*

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) 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).

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

SECTION J

LIST OF ATTACHMENTS

J-1 Attachment (1) - Specifications - 1 Page.

J-2 Attachment (2) - Accounting and Appropriation Data. 1 page. *

(To be included at time of award)*

**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>

Use Representations and Certifications: A

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is 334516

The small business size standard is 500 employees.

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)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAY 2001)
52.215-5	-	Facsimile Proposals (OCT 1997) Paragraph (c) is completed as follows: (202) 767-6197 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to kelly@contracts.nrl.navy.mil (primary) or washington@contracts.nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format.
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
252.209-7001	-	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country in all solicitations expected to result in contracts of \$100,000 or more. (MAR 1998)
252.211-7005	-	Substitutions For Military Or Federal Specifications And Standards (OCT 2001)

L-2 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-3 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-11(1).

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-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding a Firm Fixed Price Supply contract resulting from this RFP.

L-5 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 Receptionist 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-6 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-- Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format,

dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall

be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-7 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-8 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-9 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (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:

Solicitation No. N00173-02-R-SK04
Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3230.SK

- (3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP. Offerors

are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-10 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES .

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work.

(2) The following information is required for evaluation of your technical/management :

TECHNICAL MERIT – Offerors shall submit information relevant to the offerors technical approach in supplying the specified equipment as well as information on how purchased components meet the specification and/or how they will be modified to meet the specification. This description should include specific details in how the offeror plans to provide this equipment.

QUALIFICATIONS – Offerors shall submit information relevant to the experience of the personnel who will actually be working on this effort and of company in supplying equipment similar to that specified. This information should include a description of the specific details of the project and the relationship to the company personnel who participated and the extent of their time allocated to permit completion of the project.

PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last 3 (three) contracts or subcontracts completed by the offeror or predecessor companies during the past 2 (two) years for services similar in nature to this requirement. Include in the 3 any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting

organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

L-11 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the price.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria, listed in descending order of importance. The technical factor is more important than the price factor.

M-2-1. TECHNICAL/MANAGEMENT

(1) TECHNICAL MERIT

The soundness of the Offeror's technical merit, including the Offeror's understanding of the technical requirement.

(2) QUALIFICATIONS

The experience and qualifications of the proposed personnel relevant to the proposed task. The offeror's past performance with emphasis placed on the expertise of key personnel. The quantity and quality of the Offeror's corporate experience relevant to the proposed task.

(3) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iv).

M-2-2 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

M-3 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.

IR Thermal Imager Specifications:

Sensor: Reticulated InSb Focal Plane Array;

Size=256x256; Pixel pitch =30 um; NEDT= 17 mK;

Cold Filter: Broadband 2.6 to 5.0 um;

Standard Lens: 30 mm focal length, f/4, focus range: 30 cm to infinity;

Field of View: 14.6 degrees H x 13.7 degrees V;

Spatial resolution: 1 mrad;

Calibrated Temperature Measurement Range: -40C to 900C;

Temperature Sensitivity: 0.020C at 30C;

Measurement Temperature Accuracy: +/- 2% or +/- 4C whichever is greater;

A/D Conversion: 14 bits minimum;

Compensation functions:

Uniformity correction (NUC) using TE flag;

Temperature drift stabilization;

Adjustment Functions: Gain and Offset;

Other Functions:

Emissivity compensation,

Multiple crosspoints temperature indication,

Setting of temperature range/level, Averaging,

Maximum and minimum temperature indication;

Frame Rate: Up to 120 frames/sec;

Full On Board Data Recording and Analysis;

Data Storage:

Real time and Snapshot recording and playback,

Onboard storage of minimum 1000 frames

At least 48 Mb Compact Flash card Storage;

External interface: IEEE 394 Fire Wire PC interface and RS-232C;

External Sync/Trigger: inputs provided;

Detachable Remote Control Keypad with Intuitive built in mouse;

Coolant: Integrated Stirling Cooler;

Display: Integral 5" LCD display; Display frame rate: 60 frames/sec;

Software: minimum 14 bit frame grabber software for image analysis.

Accessories: Tripod, Hard Travel Case

OPTIONS:

Microscope system that has 10 um optical resolution with x-y translation stage and cast iron base;

Close-up lens for 100 um resolution;

Additional copy of software;