

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 24
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-06-R-SK05	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 3/21/06	6. REQUISITION/PURCHASE NUMBER 34-0043-06	
7. ISSUED BY Naval Research Laboratory Contracting Division, Code 3220.SK 4555 Overlook Ave. SW Washington DC 20375-5326		CODE N00173	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 3 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, Rm. 115 until 4:00 pm local time 5/9/2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Susan Kelly	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS sue.kelly@nrl.navy.mil
		AREA CODE 202	NUMBER 767-6815	EXT.	

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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 <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
				18. OFFER DATE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

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) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>	
		28. AWARD DATE	

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	Maximum AMOUNT
0001	Bulk delivery of liquid nitrogen, leasing of contractor-supplied tanks; purchase of contractor-supplied tanks, and services for adjustments, installation, removal, or addition of contractor-supplied tanks as described in Section C on a delivery order basis.	1	Lot	\$	\$

0001AA The contractor shall provide bulk delivery of liquid nitrogen in accordance with Section C-1 and the following price chart.

PERIOD OF PERFORMANCE	YEARLY FIXED UNIT PRICE
10//1/2006 – 9/30/2007	\$
10//1/2007 – 9/30/2008	\$
10//1/2008 – 9/30/2009	\$
10//1/2009 – 9/30/2010	\$
10//1/2010 – 9/30/2011	\$

0001AB The Contractor shall provide for leasing of the following contractor-supplied tanks in accordance with Section C and the following price chart.

TANK LOCATION NRL BLDG. NO.	GALLON CAPACITY	MONTHLY FIXED UNIT PRICE
03-1109	1,500	\$
03-1110	1,500	\$
30	3,200	\$
A-59S	1,500	\$
101	1,500	\$
207	3,200	\$
208 Large	6,000	\$
215	525	\$
216 Medium	1,500	\$
216 Large	6,000	\$
A50	1,500	\$
42	1,500	\$

0001AC The Contractor shall provide for Government purchase of contractor-supplied tanks, if required, in accordance with Section C-5 and the cost matrix, Attachment 1.

0001AD The Contractor shall provide for services for adjustments, installation, removal, or addition of contractor supplied tanks in accordance with Section C-3 as described in individual delivery orders.

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

*CONTRACT LINE ITEM NUMBER

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 7,250,000 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 10/01/2006 through 3/31/2007. The maximum leasing time of contractor-supplied tanks inclusive of all years is 10/1/2006 through 9/30/2011. 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 to all tanks listed in Section F-2 (9) 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 in accordance with attachment (1), 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 0001AC shall provide for the purchase of contractor-supplied tanks and shall include all credits from leasing. A 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 30 July 2004 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:

FAR CLAUSE TITLE

- 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 (MAR 2003)

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

- 52.211-16 - Variation In Quantity (APR 1984) - The permissible variation shall be limited to: 10% increase/decrease 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 0001AA:**

- (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-4 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-4 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-4 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-4 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 0001AB:

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

CLIN 0001AC:

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

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-2.

(8) PERIOD OF PERFORMANCE

The effective period of this contract during which delivery orders may be issued is from 10/01/2006 through 9/30/2011. Each delivery order will specify the period of performance in which delivery may be made.

(9) PLACE OF PERFORMANCE

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:

NRL BUILDING NUMBER	CAPACITY IN GALLONS
03-1109	1,500
03-1110	1,500
30	3,000
A-59S	1,500
101	1,500
207	3,200
208Lg	6,000
215	525
216M	1,500
216Lg	6,000
A50	1,500
42	1,500

GOVERNMENT OWNED TANKS:

NRL BUILDING NUMBER	CAPACITY IN GALLONS	TANK NUMBER
208S	300	L
208M	1,500	M
A-59	13,000	A59-1
A-59	13,000	A59-2
A-59N	1,500	N
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 Item 20A on Standard Form 26.

Security Matters- Contracting Officer for Security, Code 1221, (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 PAYMENT AND INVOICE INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests* (DFARS 252.232-7003), the contractor must submit requests for payment electronically.

If the contractor uses the Wide Area Workflow (WAWF), it may be accessed at its homepage <https://wawf.eb.mil/> . Instructions for registration may be accessed at: <https://wawf.eb.mil/vreg.htm> .

Under "Create New Document" first select "Invoice" and then "Receiving Report" or (recommended) select "Invoice and Receiving Report (Combo)".

When you enter the contract number, some of the fields may fill out automatically.

Unless otherwise stated in the contract, both Inspection and Acceptance should be at "Destination". Use the Government's Contract Line Item Number stated in the contract (e.g., 0001, 0002 or 0001AA, 0002AB, etc.). Do not use your part number as the Item Number.

The "Issue By" DoDAAC is N00173. The "Pay" DoDAAC is shown in the "Payment will be made by" block on the face page of the contract. The "Admin" DoDAAC is shown in the "Administered by" block on the face page of the contract.

The "Ship To Code/Ext." block must be filled out with the N00173 DoDAAC and the 4-digit extension

G-3 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS

* **{FILL IN AT AWARD NAME, TELEPHONE, CODE, EMAIL}** 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.

(* To be filled in at time of award)

G-4 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 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-5 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) including any of its field sites. 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 FAR 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.acqnet.gov/far>

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

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

- 52.202-1 - Definitions (JUL 2004)
- 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 2003)
- 52.204-4 - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
- 52.204-7 - Central Contractor Registration (OCT 2003)
- 52.204-9 - Personal Identity Verification Of Contractor Personnel (JAN 2006)
- 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 (JAN 2005)
- 52.211-5 - Material Requirements (AUG 2000)
- 52.211-15 - Defense Priority And Allocation Requirements (SEP 1990)
- 52.215-2 - 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)
- 52.215-15 - Pension Adjustments And Asset Reversions (OCT 2004)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-9 - Small Business Subcontracting Plan (JUL 2005)
- 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (JUN 2004)

- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (DEC 2003)
- 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)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 52.229-4 - Federal, State, And Local Taxes (State and Local Adjustments) (APR 2003)
- 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 (APR 2005)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (FEB 2002)
- 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 (OCT 2003)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 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)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (FEB 2006)
- 52.245-1 - Property Records (APR 1984)
- 52.245-2 - Government Property (Fixed-Price Contracts) (JUN 2003)
- 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 (FEB 2006)
(fill in Naval Research Laboratory)
- 52.247-63 - Preference For U.S.-Flag Air Carriers (JUN 2003)
- 52.247-66 - Returnable Cylinders (MAY 1994)
- 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

- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2004)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A (NOV 2003)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 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)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.219-7003 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 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 (JUN 2005)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (JUN 2004)
- 252.225-7013 - Duty-Free Entry (JUN 2005)
- 252.225-7014 - Preference For Domestic Specialty Metals (JUN 2005)
- 252.225-7021 - Trade Agreements (DEC 2005)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 2005)
- 252.225-7036 - Buy American Act – Free Trade Agreements – Balance Of Payments Program (JUN 2005)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (JAN 2004)
- 252.232-7009 - Mandatory Payment By Governmentwide Commercial Purchase Card (JUL 2000)
- 252.232-7010 - Levies On Contract Payments (SEP 2005)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 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) (NOV 2005)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 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)

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) – Cost Matrix, 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

In accordance with FAR 4.1201, prospective contractors must complete electronic annual federal 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) <http://www.ccr.gov> database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must submit completed DFARS and contract specific 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/repandcerts.htm> .

Use Contract 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:

- (a) (1) The NAICS code for this acquisition is 325120
- (2) The small business size standard is 1000 employees

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

L-1 FAR 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.acqnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

- | | | |
|-----------|---|--|
| 52.204-8 | - | Annual Representations and Certifications (JAN 2005) |
| 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 (JAN 2004) |
| 52.215-5 | - | Facsimile Proposals (OCT 1997) |
| | | Paragraph (c) is completed as follows: (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to sue.kelly@nrl.navy.mil (primary) or jan.bays@nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format. |
| 52.215-16 | - | Facilities Capital Cost Of Money (JUN 2003) |
| 52.237-1 | - | Site Visit (APR 1984) |

DFAR CLAUSE TITLE

- | | | |
|--------------|---|--|
| 252.209-7001 | - | Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998) |
|--------------|---|--|

L-2 SITE VISIT SCHEDULE

A site visit will be conducted on April 5, 2006. Offerors must contact Susan Kelly at e-mail sue.kelly@nrl.navy.mil, or at phone 202-767-6815, on or before March 31, 2006 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 am 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. Questions can be mailed to the address listed in L-3 below or transmitted by facsimile (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition

proposals may be transmitted by e-mail to sue.kelly@nrl.navy.mil (primary) or jan.bays@nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format.

L-3 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors-Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed :

Contracting Officer, ATTN: Code 3220.SK

RFP No. N00173-06-R-SK05

Closing Date: May 9, 2006

Time: 4:00 PM

Naval Research Laboratory

4555 Overlook Avenue, S.W.

Washington, D.C. 20375

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

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-10

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 Price 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 representative at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award* no less than fifteen (15) days before this solicitation closes. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-10 PROPOSAL ORGANIZATION

(1) Required Copies: Original and 2 copies

(2) 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. The proposal must demonstrate in sufficient detail that the supplies or services proposed comply with the requirements of the RFP Statement of Work or Specifications. 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 RFP's Statement of Work or Specification in whole or in part will not constitute compliance with these requirements concerning the content of the technical proposal. Failure to conform to any of the requirements of the RFP may form the basis for rejection of the proposal.

**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 0001AC will NOT be evaluated for purposes of determining overall lowest price. CLIN 0001AC will only be evaluated on the responsiveness to this requirement. An offeror's proposed matrix under CLIN 0001AC 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.

