

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 20 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-07-R-LS02	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 7/12/07	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.LS WASHINGTON DC 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)  TO ALL OFFERORS		

**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, Rm. 115 until 4:00pm local time 13 Aug 07  
(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 Ms. Lisa Fleming	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS lisa.fleming@nrl.navy.mil
		AREA CODE 202	NUMBER 767-3739	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 (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 NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			<input type="checkbox"/>	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)	ITEM
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  (Signature of Contracting Officer)	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**

<b>ITEM NUMBER</b>	<b>SUPPLIES OR SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT AMOUNT</b>	<b>TOTAL AMOUNT</b>
0001	Fiber Laser Modules In accordance with Section C.	5	EA	\$	\$
0002	Data in accordance with Exhibit A, DD 1423.	1	LO	NSP	NSP
<b>OPTION I</b>					
0003	Fiber Laser Modules In accordance with Section C.	10	EA	\$	\$
<b>OPTION II</b>					
0004	Fiber Laser Modules In accordance with Section C.	10	EA	\$	\$
<b>OPTION III</b>					
0005	Fiber Laser Modules In accordance with Section C.	10	EA	\$	\$
<b>OPTION IV</b>					
0006	Fiber Laser Modules In accordance with Section C.	10	EA	\$	\$
<b>TOTAL DOLLAR AMOUNT FOR ALL CLINs, IF EXERCISED:</b>				\$	

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

**C-1** Items furnished under this contract shall comply with Attachment (1), Specifications with Exhibit A, DD Form 1423, Contracts Data Requirements List, 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)

**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:  
Percent increase ( 0 )  
Percent decrease ( 0 )  
This increase or decrease shall apply to ALL.
- 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
0001	5 EA	240
0002	1 LO	240
<b>OPTIONAL CLINs</b>		
0003	10 EA	If exercised, the first unit (Laser Module) shall be delivered 60 days from date of exercise of option. The contractor shall deliver a total of three laser modules per month until the entire quantity of 10 has been delivered.
0004	10 EA	If exercised, the first unit (Laser Module) shall be delivered 60 days from date of exercise of option. The contractor shall deliver a total of three laser modules per month until the entire quantity of 10 has been delivered.
0005	10 EA	If exercised, the first unit (Laser Module) shall be delivered 60 days from date of exercise of option. The contractor shall deliver a total of three laser modules per month until the entire quantity of 10 has been delivered.
0006	10 EA	If exercised, the first unit (Laser Module) shall be delivered 60 days from date of exercise of option. The contractor shall deliver a total of three laser modules per month until the entire quantity of 10 has been delivered.

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
0001	5 EA	
0002	1 LO	
<b>OPTIONAL CLINs</b>		
0003	10 EA	
0004	10 EA	
0005	10 EA	
0006	10 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.

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email [security-group@nrl.navy.mil](mailto:security-group@nrl.navy.mil)

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

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

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email [publicaffairs@nrl.navy.mil](mailto: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 in the . Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm> . The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988.

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

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

<b>ROUTING TABLE</b>	
<b>DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF</b>	
Document Type	<input checked="" type="checkbox"/> Invoice and Receiving Report (COMBO) <input type="checkbox"/> Invoice as 2-in-1 (services only)
Contract Number	N00173-07-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor email	N00173 Extension
CAGE Code	

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

<b>Send More Email Notifications</b>	
Acceptor email	@nrl.navy.mil

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

**G-3 CONTRACTING OFFICER’S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS**

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

( \* To be completed at time of award)

**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 ORCA Representations and Certifications valid from to are incorporated herein by reference. The DFARS and Contract Specific Representations and Certifications dated are hereby incorporated by reference.

**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 .

**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 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**

<b>FAR CLAUSE</b>	<b>TITLE</b>
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 (SEP 2006)
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 (JUL 2006)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
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)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost Or Pricing Data (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 (OCT 2004)
52.215-17	- Waiver Of Facilities Capital Cost Of Money(OCT 1997) ( <i>will be included if the successful offeror does not propose facilities capital cost of money</i> )
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)
52.215-21	- Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 1997) - Alternate III (OCT 1997)
52.217-8	- Option To Extend Services (NOV 1999)
52.219-4	- Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005) <input type="checkbox"/> Offeror elects to waive the evaluation preference.
52.219-8	- Utilization Of Small Business Concerns (MAY 2004)
52.219-9	- Small Business Subcontracting Plan (SEP 2006) Alternate II (OCT 2001)
52.219-16	- Liquidated Damages - Subcontracting Plan (JAN 1999)
52.222-3	- Convict Labor (JUN 2003)
52.222-19	- Child Labor – Cooperation With Authorities And Remedies (JUN 2004)
52.222-20	- Walsh-Healey Public Contracts Act (DEC 1996)
52.222-21	- Prohibition of Segregated Facilities (FEB 1999)
52.222-26	- Equal Opportunity (MAR 2007)
52.222-35	- Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
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 (SEP 2006)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2006)
- 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)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-4 - Consistency In Cost Accounting Practices (AUG 1992)
- 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)
- 52.232-9 - 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 (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)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAR 2007)
- 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)
- 52.253-1 - 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 (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)

- 252.211-7003 - Item Identification And Valuation (JUN 2005)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (DEC 2006)
- 252.219-7003 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.219-7004 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (APR 2007)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (JAN 2007)
- 252.225-7013 - Duty-Free Entry (OCT 2006)
- 252.225-7014 - Preference For Domestic Specialty Metals (JUN 2005)(DEVIATION)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006)
  
- 252.225-7021 - Trade Agreements (MAR 2007)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUL 2006)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.232-7003 - Electronic Submission Of Payment Requests (MAR 2007)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 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) (JAN 2007)
- 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) - 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**

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/repsandcerts.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 335921.  
 (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)  
 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)

**DFAR CLAUSE TITLE**

252.209-7001 - Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (OCT 2006)

**L-2 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 3230.LS**  
**RFP No. N00173-07-R-LS02 Closing Date: 13 August 2007 Time: 4:00 PM EST**  
**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-3 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-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE III (OCT 1997)**

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

Submit the cost portion of the proposal via the following electronic media: The information required pursuant to this clause must be submitted via electronic mail or on a CD-ROM using PDF and MS Excel formats.

#### **L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price Supply type contract resulting from this solicitation.

#### **L-6 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-7 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 or 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-8 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*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-9 PROPOSAL ORGANIZATION**

- (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 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 :
  - I. Technical Merit and Capability – The proposer should provide a complete narrative description of their product including information on any subcontractors or suppliers that will be used to successfully complete this effort. In addition, the proposer should demonstrate their understanding of the technical requirements and their capability to

meet the required specifications within the desired schedule.

II. Company Experience – Proposers should provide a narrative description of company experience in successfully meeting the requirements set forth in the Specifications. This description should clearly show the relationship between the company's experience and the requirements set forth in the Specifications; the particular sciences addressed; and should provide details, such as project descriptions, and identification of the sponsoring agencies.

III. 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 5 contracts or subcontracts completed by the offeror or predecessor companies during the past 3 years for services similar in nature to this requirement. Include in the 5 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. The technical factor is more important than the price factor.

**M-2-1. TECHNICAL/MANAGEMENT**

- I. Technical Merit and Capability – The proposal will be evaluated on the offeror's understanding of the technical requirements, technical merit of the item being offered to meet the Government's requirement, as well as, the company's ability to meet the required specifications within the desired schedule.

II. Company Experience – The proposal will be evaluated on the offeror's demonstrated company experience in meeting the requirements set forth in the Specifications. Experience in the fabrication of fiber laser modules similar or the same as those required by the solicitation will be given the greatest consideration.

III. Past Performance - The proposal 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-2-3 SMALL BUSINESS PARTICIPATION**

(a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed 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.

(b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed 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.

#### **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.

#### **M-4 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## SPECIFICATIONS

The contractor shall provide fiber laser modules that meet or exceed the specifications set forth below:

Output Wavelength	1030 nm +/-0.5
Linewidth	$\leq 0.5\text{nm FWHM}$
Output Power	$\geq 200\text{W cw format @ } 1030\text{ nm}$
Max. Out-of-Band Power (Relative to 1030 nm)	$\leq 40\text{ dB at any wavelength beyond } 1035\text{ nm}$ $\leq 20\text{ dB within the diode pump band}$
Electrical-to-optical efficiency	$\geq 20\%$
Numerical aperture	$\leq 0.07$
Beam quality	$M^2 \leq 1.5$ , unpolarized format
Operation format	Compatible with cw and low duty factor quasi-cw
Electrical power	$\leq 60\text{ Amps and } 22\text{ VDC}$
Lifetime	Maintain 80% of initial power for over 500 hours of operation
Cooling	Chilled water @ 20C thru fittings on the back
Fiber optic	Monolithic fiber laser including a 5m long external pigtail with a high-power end cap in a straight 2.5mm OD brass ferrule
Package	Standard rack mount box with 15 Amp diode shorting switch mounted on the front panel
Connectors	Fiber-optic pigtails exiting through the front panel Electrical and coolant connections on back panel Include quick-connect fitting for 3/8" ID tubing
Electrical grounds	Diodes shall be insulated from case ground with a hold-off voltage of $\geq 200\text{V}$

The contractor shall provide standard technical and operation and maintenance manuals for each fiber laser module delivered.

The contractor should provide a one-year standard commercial warranty against all parts and labor for each of the fiber laser modules delivered.