

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER  N00173-98-R-DL03	2. (X one)	
	<input type="checkbox"/>	a. SEALED BID
	<input checked="" type="checkbox"/>	b. NEGOTIATED (RFP)
	<input type="checkbox"/>	c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including ZIP Code)**

CONTRACTING OFFICER  
NAVAL RESEARCH LABORATORY  
ATTN: CODE 3220.DL BLDG 222 RM115  
4555 OVERLOOK AVENUE SW  
WASHINGTON DC 20375-5326

**4. ITEMS TO BE PURCHASED (Brief description)**

PICOSECOND LASER SYSTEM

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED		
<input type="checkbox"/>	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)		
<input type="checkbox"/>	<input type="checkbox"/> (1) Small Business	<input type="checkbox"/> (2) Labor Surplus Area Concerns	<input type="checkbox"/> (3) Combined Small Business/Labor Area Concerns

**6. ADDITIONAL INFORMATION**

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: <http://heron.nrl.navy.mil/contracts/home.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial) LOCKAMY, DIAN	b. ADDRESS (Include Zip Code) 4555 Overlook Avenue, SW Washington DC 20375-5326
c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (202) 767-3782	

<b>8. REASONS FOR NO RESPONSE (X all that apply)</b>			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER (Specify)		
<b>9. MAILING LIST INFORMATION (X one)</b>			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.
<b>10. RESPONDING FIRM</b>			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
<b>c. ACTION OFFICER</b>			
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

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AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
N00173-98-R-DL03	
DATE (YYMMDD)	LOCAL TIME
7/22/98	4:00 P.M.

TO CONTRACTING OFFICER  
ATTN: CODE: 3220.DL BLDG 222 RM 115  
4555 OVERLOOK AVENUE SW  
WASHINGTON DC 20375

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF <b>17 Pages</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>N00173-98-R-DL03</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>DIAN LOCKAMY, (202) 767-3782</b>		b. TELEPHONE NUMBER (No collect calls) <b>(202) 767-3782</b>		8. OFFER DUE DATE <b>6/19/98</b> LOCAL TIME <b>20</b>	
9. ISSUED BY <b>CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE: 3220.DL WASHINGTON DC 20375-5326</b>				CODE <b>N00173</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:	
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING <b>DO-C9</b>	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO <b>Naval Research Laboratory, 4555 Overlook Ave., SW Washington DC 20375-5326</b>				CODE <b>N00173</b>		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		<b>OFFER DUE DATE/ 7/22/98, LOCAL TIME 4:00 PM</b>					
		<b>SEE CONTINUATION OF BLOCKS 19-24.</b>					
		<i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA <b>TO BE INSERTED AT TIME OF AWARD</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
				35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42b. TOTAL CONTAINERS	

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

A. Blocks 19 - 24 are completed as follows:

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
	<b>GROUP I</b>				
0001	Nd:YAG Laser System including Mirage Visible Picosecond Optical Parametric Generator (OPG) and Second Harmonic Generator (SHG) for the OPG	One	Ea.	\$	\$
0002	Installation and Testing for CLIN 0001	One	Ea.	\$	\$
0003	Training for CLIN 0001	One	Ea.	\$	\$
0004	Data in accordance with Exhibits A & B (DD Form 1423's)	One	Lot	NSP	NSP
	<b>GROUP II</b>				
0005	Nd:YAG Laser including a Mirage Visible Picosecond Optical Parametric Generator (OPG)	One	Ea.	\$	\$
0006	Installation and Testing for CLIN 0005	One	Ea.	\$	\$
0007	Training for CLIN 0005	One	Ea.	\$	\$
0008	Data in accordance with Exhibit A	One	Lot	NSP	NSP
	<b>GROUP III</b>				
0009	Second Harmonic Generator (SHG)	One	Ea.	\$	\$
0010	Data in accordance with Exhibit B	One	Lot	NSP	NSP

**NOTE:** Offerors may propose separately on Group I, or Group II, and/or Group III. Multiple awards may be made. If Group I is awarded, an award will not be made for Group II or Group III. If Group I is not awarded, an award(s) may be made for Group II and for Group III. If Group III is purchased as a standalone item, installation, testing and training are not required for that item.

**2. ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)****A. REQUIRED DELIVERY OR PERIOD OF PERFORMANCE**

The required delivery is as follows:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
	<b>GROUP I</b>	
0001	ONE	120
0002	ONE	150
0003	ONE	150
0004	LOT	150
	<b>GROUP II</b>	
0005	ONE	120
0006	ONE	150
0007	ONE	150
0008	LOT	150
	<b>GROUP III</b>	
0009	ONE	120
0010	LOT	120

**B. AUTHORIZED GOVERNMENT REPRESENTATIVE**

\*,Code \*,Telephone number \*, is hereby designated the Authorized Government Representative for inspection and acceptance purposes.

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

**C. YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY**

Information technology delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002. "Information technology" is defined at FAR 2.101.

## D. REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

### 3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 1998)

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

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*(Contracting Officer shall check as appropriate.)*

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).
- (2) RESERVED
- (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C.637 (d)(2) and (3)).
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C.637 (d)(4)).
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C.637(a)(14)).
- (6) 52.222-26, Equal Opportunity (E.O.11246).
- (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C.4212).
- (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C.793).
- (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- (10) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).
- (11) 52.225-9, Buy American Act -- Trade Agreements Act -- Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).

- (12) [Reserved]
- (13) 52.225-18, European Union Sanction for End Products (E.O.12849).
- (14) 52.225-19, European Union Sanction for Services (E.O.12849).
- (15) (i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).
- (ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
- (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

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

*(Contracting Officer check as appropriate.)*

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C.2012(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

#### **4. DFARS 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (MAR 1998)**

(a) The Contractor agrees to comply with the (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C.2631.

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

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

252.206-7000 Domestic Source Restriction (10 U.S.C.2304).

252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns

(Alternate I) (Section 9004, Pub.L.101-165 (10 U.S.C.2301 (repealed) note)).

252.219-7002 Notice of Small Disadvantaged Business Set- Aside

- (Alternate I) (15 U.S.C.644).
- 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (15 U.S.C.637).
- 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions
- (Alternate I) (Section 9004, Pub.L.101-165 (10 U.S.C.2301 (repealed) note)).
- 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns
- (Alternate I) (15 U.S.C.644).
- 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C.10 a-10d, E.O. 10582).
- 252.225-7007 Buy American Act -Trade Agreements - Balance of Payments Program  
 (Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C.2501-2518, and U.S.C. 3301 note).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C.2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C.2241 note).
- 252.225-7021 Trade Agreements (Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22U.S.C.2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C.2755).
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act.- Balance of Payment Program (Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data -- Commercial Items (10 U.S.C.2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C.2321).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C.2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C.2241 note).

(End of Clause)

252.204-7004 Required Central Contractor Registration (MAR 1998)

## 5. ATTACHMENTS:

1. Specifications, Attachment (1) - 3 Pages
2. Contract Data Requirements List, DD 1423 - Exhibit "A" and "B" 2 Pages

## 6. ADDENDUM TO FAR 212-1 INSTRUCTIONS TO OFFERORS -COMMERCIAL ITEMS

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

## 7. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JAN 1997)(DEVIATION)

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern” means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a

publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

(2) *Corporate Status*.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity:

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it  is,  is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it  is,  is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it  is  is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It  has,  has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).*  
 (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.*  
 (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act--Trade Agreements Balance of Payments Program) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OR ORIGIN

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as designated or NAFTA country end products as those terms are defined in the clause entitled Buy American Act--Trade Agreements--Balance of Payments Program:

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*(Insert line item numbers)*

(ii) The offeror certifies that the following supplies qualify as Caribbean Basin country end products as that term is defined in the clause entitled Buy American Act--Trade Agreements--Balance of Payments Program:


*(Insert line item numbers)*

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program." Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OR ORIGIN
<i>(List as necessary )</i>	

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products.

The following supplies qualify as NAFTA country end products as that term is defined in the clause entitled Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Insert line item numbers)*

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulations. In addition, if the solicitation is for supplies for use outside of the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify below those excluded end products that are Canadian end products. Products that are not identified below will not be deemed Canadian end products.

The following supplies qualify as Canadian end products as that term is defined in the clause entitled Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:

\_\_\_\_\_

*(Insert line item numbers)*

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals  are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and  are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

**8. DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -  
COMMERCIAL ITEMS (NOV 1995)**

(a) *Definitions.*

As used in this clause --

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(1) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**9. DFARS 252.225-7000 BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE.**

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin (If known)

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(List only qualifying country end products.)

- (3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

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Country of Origin (If known)

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(End of provision)

## TECHNICAL SPECIFICATIONS FOR PICOSECOND LASER SYSTEM

### SCOPE:

The Naval Research Laboratory requires a picosecond laser system to be used in optical diagnostic studies of flame inhibition and extinction as part of NRL's research effort on halon alternatives.

### SPECIFICATION:

#### 1.0 System Description

1.1 The contractor shall install and test a pulsed picosecond laser system at NRL. The laser system shall consist of a pump laser, an optical parametric generator (OPG), and a second harmonic generator (SHG). Offerors may submit proposals on 1) the pump laser and optical parametric generator as a unit, 2) the second harmonic generator only, or 3) the entire system. The system must meet the requirements listed below.

#### 2.0 Specifications for Pump Laser and OPG:

-2.1 The pump laser and OPG must be capable of operating at a repetition rate of at least 10 Hz, producing a single light pulse having a duration greater than or equal to 30 picoseconds and less than or equal to 120 picoseconds (see 2.5 below) for each laser shot.

-2.2 The pump laser must be set up for operation at a wavelength of between 340 to 370 nanometers (Nd:YAG third harmonic or equivalent). The optics of the OPG must be compatible with this pump wavelength.

-2.3 The output wavelength of the OPG must be continuously tunable from 440 nm to 680 nm (signal wavelength) and from 740 nm to 880 nm (idler wavelength) when pumped at 355 nm. The system must include suitable separation optics to select either the signal or the idler output from the OPG over these wavelength ranges.

-2.4 The OPG output beam must be compensated for angular deviation to within 1 milliradian as the signal wavelength is scanned between 550 and 600 nm.

-2.5 The OPG output pulses shall have a duration greater than or equal to 30 picoseconds and less than or equal to 120 picoseconds (full-width half-maximum).

-2.6 The OPG must be capable of producing a pulse energy of at least 500 micro joules at 500 nm (in a 30-120 picosecond pulse) at 10Hz.

-2.7 The contrast ratio of the pulse energy produced by the OPG relative to any prepulses and postpulses must be at least 100:1.

-2.8 The spectral linewidth of the OPG's signal output must be less than  $4 \text{ cm}^{-1}$  at a wavelength of 500 nm.

-2.9 The OPG must include controls to permit wavelength scanning in either a continuous or burst mode, in response to an external trigger input to initiate stepping of the OPG wavelength. The system must be able to continuously scan over the entire tuning ranges listed in item 2.3.

-2.10 The pump laser must provide a synchronous electrical output pulse having less than 5 nanoseconds of jitter relative to the laser pulse. The output trigger pulse must precede the laser emission by at least 100 ns.

-2.11 The offeror must provide the Government at least the same warranty terms, on the pump laser and OPG, including offers of extended warranties, as offered to the general public in customary commercial practice.

-2.12 Installation and Testing:

-2.12.1 The price of the system shall include installation and testing at NRL by the contractor. The tests shall demonstrate compliance of the system with the specifications stated in 2.1 through 2.11.

-2.12.2 Installation and testing shall be performed within 30 days of receipt of the equipment at NRL.

-2.12.3 Final acceptance is contingent upon 30 hours (6 hours per day for 5 consecutive days) of rated performance with no malfunctions of an electrical, optical, or software nature. If a malfunction occurs, the acceptance procedure will be repeated (i.e. start at zero hours) after the repair has been made, until acceptance is achieved.

-2.13 Training: The contractor must provide instruction to two NRL personnel designated by the Contracting Officer's Representative (COR) in the operation, alignment, maintenance, and troubleshooting of the laser system. The instruction shall take place within 30 days of the receipt of the equipment at NRL. The instruction can, but need not necessarily, be performed in conjunction with the system installation and testing described in part 2.12. The duration of the training shall be at the discretion of the COR, but shall not exceed two days.

-2.14 Documentation: The contractor shall provide written documentation (specifically, user's manual(s) or equivalent) describing and giving instructions on the setup, operation, alignment, maintenance, and troubleshooting of the laser system and any software included with the system. This shall also include a user's manual or equivalent for the OPG. One copy of the documentation is required, and must be received at NRL with the laser system hardware, unless the COR agrees to other arrangements.

### 3.0 Specifications for the SHG:

-3.1 The second harmonic generator must include suitable hardware to permit frequency doubling of either the OPG signal or idler wavelength to produce tunable light in the spectral regions from 220 nm to 340 nm and from 370 nm to 440 nm.

-3.2 The optics and electronics of the second harmonic generator must be set up to accomplish frequency doubling of a 30-120 picosecond laser pulse.

-3.3 The SHG must be able to either 1) automatically angle tune the doubling crystal to maintain phase matching as the OPG wavelength is scanned, or 2) synchronously control the crystal angle tuning by the same control unit and software which controls the OPG wavelength tuning.

-3.4 The SHG must produce a pulse energy of at least 40 micro joules at 250 nm when frequency doubling a 500 nm pulse of at least 500 micro joules having a duration between 30 and 120 ps with a beam diameter of less than 4 mm.

-3.5 The offeror must provide the Government at least the same warranty terms, including offers of extended warranties, on the SHG as offered to the general public in customary commercial practice.

-3.6 Final acceptance is contingent upon 30 hours (6 hours per day for 5 consecutive days) of rated performance with no malfunctions of an electrical, optical, or software nature. If a malfunction occurs, the acceptance procedure will be repeated (i.e. start at zero hours) after the repair has been made, until acceptance is achieved.

-3.7 Documentation. The contractor shall provide written documentation (specifically, user's manual(s) or equivalent) describing and giving instructions on the setup, operation, alignment, maintenance, and troubleshooting of the SHG and any software included. One copy of the documentation is required, and must be received at NRL with the SHG equipment, unless the COR agrees to other arrangements.



