

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET	1. SOLICITATION NUMBER	2. <i>(X one)</i>	
	N00173-98-R-JR06		a. SEALED BID
		<input checked="" type="checkbox"/>	b. NEGOTIATED <i>(RFP)</i>
		c. NEGOTIATED <i>(RFQ)</i>	

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.JR
 WASHINGTON DC 20375-5326

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

NEUTRAL BEAM ETCHING SYSTEM

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

<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED			
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS A <u>100%</u> % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>			
<input checked="" type="checkbox"/>	<table border="1" style="width: 100%;"> <tr> <td style="width: 33%;"><input type="checkbox"/> (1) Small Business</td> <td style="width: 33%;"><input type="checkbox"/> (2) Labor Surplus Area Concerns</td> <td style="width: 33%;"><input type="checkbox"/> (3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	<input type="checkbox"/> (1) Small Business	<input type="checkbox"/> (2) Labor Surplus Area Concerns	<input type="checkbox"/> (3) Combined Small Business/Labor Area Concerns
<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 <i>(Last, First, Middle Initial)</i>	b. ADDRESS <i>(Include Zip Code)</i>
RILES, JERRY	4555 OVERLOOK AVE S.W.
c. TELEPHONE NUMBER <i>(Include Area Code and Extension) (NO COLLECT CALLS)</i>	WASHINGTON DC 20375-5326
202-767-2120	

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

DD FORM 1707 REVERSE, MAR 90

FOLD

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER N00173-98-R-JR06	
DATE <i>(YYMMDD)</i> 98 MAY 18	LOCAL TIME 04:00 P.M.

TO CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE 3220.JR BLDG 222 RM 115
4555 OVERLOOK AVE S.W.
WASHINGTON DC 20375-5326

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO C9	PAGE OF 1 32 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-98-R-JR06	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 17 APRIL 1998	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE WASHINGTON DC 20375-5326			8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **BUILDING 222, ROOM 115** until **4:00pm** local time **18 MAY 1998**
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME JERRY RILES, Contract Specialist SPECIALIST	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767 - 2120
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11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	9-11
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	12
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13-28
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4-5	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	29-31
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6-7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	32
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	8				

OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
<input type="checkbox"/> 10 U.S.C. 2304(c) ()	<input type="checkbox"/> 41 U.S.C. 253(c) ()		
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

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

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall provide the following in accordance with Attachment (1) and Attachment (2):				
0001AA	A Neutral Beam Etching System(NBES) 1		EA		
0001AB	On-Site Training in the Operation of the Loadlock and system, in accordance with Attachment 1.			*NSP	*NSP
0001AC	Data in accordance with Exhibit A (DD1423) and Enclosure (1)			*NSP	*NSP

Optional Items:

0002	The Contractor shall Integrate the Neutral Beam Etching System, CLIN 0001, with NRL supplied vacuum components: Electron Cyclotron Resonance (ECR) plasma source and Vacuum Pumping Station, in accordance with Attachment (1), Optional Item 1.	1	EA		
0002AA	Transport of NRL supplied vacuum components to Contractor's facility for Cleaning and Integration into NBES.			*NSP	*NSP
0002AB	Delivery and Installation of Integrated NBES with vacuum components, to NRL.			*NSP	*NSP
0003	Residual Gas Analyzer to the Base system	1	EA		
0004	Ion Gauge to the Base system	1	EA		
0005	Pirani Gauge to the Base system	1	EA		

TOTAL DOLLAR AMOUNT FOR CLINs:****\$**

* Not Separately Priced

**CONTRACT LINE ITEM NUMBER

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

C-1 Items furnished under this contract shall comply with Attachment (1), Specifications w/Drawings, 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)

52.246-16 - Responsibility For Supplies (APR 1984)

DFARS CLAUSE TITLE

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

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance must be accomplished by the Technical Manager or COR designated in Section G of this contract within seven (7) days after delivery. 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/decrease (fill in _____-0-_____)
- 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) ALTERNATE I (APR 1984)

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	ON OR BEFORE
0001AA	1	01 February 1999
0001AB	1	01 February 1999
0001AC	1	IAW Exhibit A
Optional Items		
0002AB	1	01 March 1999
0003	1	01 March 1999
0004	1	01 March 1999
0005	1	01 March 1999

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	ON OR BEFORE
-----------------	-----------------	---------------------

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by 30 June 1998. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded.. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offermailed or otherwise furnished to the successful offeror results in a binding contract. 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.

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).

Naval Research Laboratory
Contract Number
ATTN: *
CODE: *
LOCATION: *
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 this contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters – Jerry Riles , Code 3220:JR, (202)767-2120, DSN 297-2120, or Telecopier (202)767-6197

Security Matters -Mr. Charles Rogers, Code 1221, (202) 767-2240, DSN 297-2240

Safety Matters - Mr. Kirk J. King, Code 1240, (202)767-2232, DSN 297- 2232

Patent Matters - Mr. Thomas McDonnell, Code 3008.2, (202)767-3427, DSN 297-3427

Release of Data - Mr. Richard L. Thompson, Code 1230 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

G-2 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS

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

(* To be filled in at time of award)

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

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

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

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

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

(e) The contractor shall prepare:

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

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

G-4 ACCOUNTING AND APPROPRIATION DATA

(To be filled in 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 completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

H-3 OPTION(S)

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

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www-far.npr.gov/References/References.html>

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

a. FEDERAL ACQUISITION REGULATION CLAUSES**FAR CLAUSE TITLE**

- 52.202-1 - Definitions (OCT 1995)
- 52.203-3 - Gratuities (APR 1984)
- 52.203-5 - Covenant Against Contingent Fees (APR 1984)
- 52.203-6 - Restrictions On Subcontractor Sales To The Government (JUL 1995)
- 52.203-7 - Anti-Kickback Procedures (JUL 1995)
- 52.203-8 - Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
- 52.203-10 - Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
- 52.203-12 - Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
- 52.204-4 - Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
- 52.209-6 - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
- 52.211-5 - Material Requirements (OCT 1997)
- 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
- 52.215-2 - Audit And Records-Negotiation (AUG 1996)
- 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-14 - Integrity of Unit Prices (OCT 1997)
- 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.219-6 - Notice Of Total Small Business Set-Aside (JUL 1996)
- 52.219-8 - Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (APR 1984) (DEVIATION)
- 52.222-26 - Equal Opportunity (APR 1984) (DEVIATION)
- 52.222-35 - Affirmative Action For Special Disabled And Vietnam Era Veterans (APR 1984)
- 52.222-36 - Affirmative Action For Handicapped Workers (APR 1984)
- 52.222-37 - Employment Reports On Special Disabled Veterans And Veterans Of The Vietnam Era (JAN 1988)
- 52.223-2 - Clean Air And Water (APR 1984)

- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-11 - Restrictions On Certain Foreign Purchases (OCT 1996)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Mandatory Information For Electronic Funds Transfer Payment (AUG 1996)
- 52.233-1 - Disputes (OCT 1995)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.242-10 - F.O.B. Origin - Government Bills Of Lading Or Prepaid Postage (APR 1984)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-24 - Limitation Of Liability - High-Value Items (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
(fill in Naval Research Laboratory)
- 52.248-1 - Value Engineering (MAR 1989)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Special Prohibition On Employment (JUN 1997)
- 252.204-7002 - Payment For Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7003 - Compliance With Veterans' Employment Reporting Requirements (MAR 1998)
- 252.211-7005 - Substitutions For Military Or Federal Specifications And Standards (AUG 1997)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (MAR 1998)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference for Certain Domestic Commodities (SEP 1997)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non-Estoppel (OCT 1966)

- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.246-7001 - Warranty Of Data (DEC 1991) Alternate II (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
- 252.248-7000 - Preparation of Value Engineering Change Proposals (MAY 1994)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

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

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

"WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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

SECTION J

LIST OF ATTACHMENTS

- J-1** Attachment (1) – Specifications - 3 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 1 Page And Enclosure (1) - Instructions For Distribution- 1Page
- J-2** Attachment (2) – Schematic Sketches – 5 Pages

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

K-1 The following Representations, Certifications, and Other Statements Of Offerors are incorporated 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.

FAR CLAUSE TITLE

52.203-11 - Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (APR 1991)

DFARS CLAUSE TITLE

252.209-7001 - Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (SEP 1994)

K-2 FAR 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)*(a) Definitions.*

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity, (e.g., sole proprietorship or partnership), or corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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. _____

(d) *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).

(e) *Common Parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

K-3 FAR 52.215-6 - TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in

(country).

K-4 FAR 52.203-2 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-5 FAR 52.207-4 - ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>			
<hr/>			
<hr/>			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit it with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-6 FAR 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals:

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a 3-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 public (Federal, state, or local) 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

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision. The Offeror and/or any of its Principals-

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-7 FAR 52.215-4 -TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.
(country)

K-8 FAR 52.215-6 -PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

K-9 FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 5049.

(2) The small business size standard is 100.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representation.*

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

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(c) *Definitions.* "Small business concern", as used in this provision, 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 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Small disadvantaged business concern”, as used in this provision, 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 requirements of 13 CFR Part 124.

“Women-owned small business concern”, as used in this provision, 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.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-10 FAR 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)
(DEVIATION)**

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-11 FAR 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that --

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-12 FAR 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K-13 FAR 52.223-13 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(B) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable*)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-14 DFARS 252.219-7000 - SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (JUN 1997)

(a) *Definition.*

Small disadvantaged business concern, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR Part 124.112 or 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.*

Check the category in which your ownership falls--

_____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

_____ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

_____ Black American (U.S. Citizen)

_____ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians including Indian tribes or Native Hawaiian organizations)

_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

_____ Other

(c) *Certifications.*

Complete the following--

- (1) The Offeror is ___ is not ___ a small disadvantaged business concern.
- (2) The Small Business Administration (SBA) has ___ has not ___ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the Offeror--

_____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

_____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.*

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

K-15 DFARS 252.219-7006 - NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1997)

(a) *Definitions.*

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Disadvantaged Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *Evaluation preference.*

- (1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except--
 - (i) Offers from small disadvantaged business concerns, which have not waived preference;
 - (ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;
 - (iii) Otherwise successful offers of--

- (A) Eligible products under the Trade Agreements Act as when the dollar threshold for application of the Act is exceeded;
- (B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulations Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) *Waiver of evaluation preference.*

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

_____ Offeror elects to waive the preference

(d) *Agreements.*

- (1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract in the case of a contract for --
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.
 - (ii) Supplies, (other than procurement from a regular dealer in such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

- (2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small disadvantaged business concerns, historically black colleges or universities, or minority institutions.
- (3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

K-16 DFARS 252.225-7000 - BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)

(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 an unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

QUALIFYING COUNTRY END PRODUCTS	
Line Item No.	Country of Origin

(List only qualifying country end products)

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

K-18 DFARS 252.225-7020 - TRADE AGREEMENT CERTIFICATE (MAR 1998)

- (a) Definitions. Caribbean Basin country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U. S. made end product have the meanings given in the Trade Agreements clause of this solicitation.
- (b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.
- (c) Certifications. (1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c) (2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end

product:

Insert Line item number

Insert country of origin

K-19 DFARS 252.247-7022 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph(b) 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.
- (b) *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.

- (c) 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 FAR Supplement clause at 252.247-7024, Notice of Transportation of Supplies by Sea.

K-20 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is _____.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS****L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www-far.npr.gov/References/References.html>

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

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (APR 1998)
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 (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

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

L-3 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Supplycontract resulting from this solicitation.

L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

1. A listing of recent Department of Defense or other Government or commercial contracts under which the offeror has furnished identical or similar products and the prices paid for such products. Also, a statement of names and telephone numbers of customers and technical personnel involved in the contract.

2. A statement of the offeror's percentage of sales with the Government and its percentage of sales with the commercial sector last year.
3. Any catalog or similar prices for the products offered.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the 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-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
 - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

L-7 INQUIRIES CONCERNING THE RFP

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

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

PART A - TECHNICAL PROPOSAL

(1) Information for the technical proposal shall be placed in Volume I and be completely separate from the cost/price proposal (Volume II).

(2) Required Copies: **3**

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

RFP No. N00173-98-R-JR06

Closing Date:

(As specified in Block 9, RFP face page)

Attn: Code 3220:JR

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

(a) The technical proposal must demonstrate an understanding of all requirements covered in the RFP's terms and conditions. The proposal must be sufficiently detailed and complete to demonstrate an understanding of and an ability to comply with the requirements of the RFP's Statement of Work or Specifications. General statements that the offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the RFP's Statement of Work or Specification in whole or in part will not constitute compliance with these requirements concerning the content of the technical proposal. Failure to conform to any of the requirements of the RFP may form the basis for rejection of the proposal.

(b) Demonstrate that the supplies or services you propose to provide comply with the Specifications/Statement of Work and discuss the reasons for any exceptions.

PART B - PRICE PROPOSAL

(1) The price proposal shall be in Volume II and be completely separate from the technical and management proposal (Volume I).

(2) Required Copies: **3**

SECTION M**EVALUATION FACTORS FOR AWARD****M-1 EVALUATION**

- (a) Technical proposals will be evaluated on demonstrated compliance with the requirements of the solicitation.
- (b) Award will be made 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.

M-2 AWARD BY FULL QUANTITY

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

M-3 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

NEUTRAL BEAM ETCHING SYSTEM

Introduction:

The Nanoelectronics Processing Facility (NPF) at the Naval Research Laboratory (NRL) is engaged in the fabrication and characterization of structures in a variety of material systems with dimensions down to 10 nm. The NPF was a significant equipment and expertise base in lithography at the nanometer scale and is seeking to establish and study new techniques for the replication of the lithographically defined pattern into substrates of interest to researchers across the NRL community.

A key issue with pattern replication at the nanometer scale is the electronic damage that is induced beneath the surface of the material being etched. This can be alleviated by minimizing the charge build up as etching proceeds. NRL is proposing to develop a system whereby the main mechanism for etching is by energetic neutral molecular and atomic species generated by neutralizing a plasma generated in an Electron Cyclotron Resonance (ECR) plasma source. NRL has a ECR plasma source and is proposing to modify the vacuum chamber to incorporate:

- 1) A neutralizing drift chamber
- 2) A loadlock for interchange of samples up to 4" in diameter.
- 3) Diagnostic ports for ex and in situ characterization of the gas ambient and the sample surface during etching.

Neutral Beam Etching System Specifications:

The Contractor shall provide the following:

The Base System must be assembled and pumped to a base pressure below 10^{-9} torr prior to delivery to NRL. Residual gas analysis of the background gases along with evidence of the background pressure must be provided as a deliverable.

The Base System will be integrated with two existing vacuum components at NRL. They are:

- 1) A ECR plasma source which terminates in an 8" conflat flange (To be connected to the top of the Neutralizing chamber) and
- 2) A vacuum pumping station with a 12" conflat flange which must be mounted horizontally.

The Base System must consist of the following:

1. All vacuum parts and the main chamber must be constructed of ultra high vacuum grade stainless steel.
2. A Neutralization chamber (extension to existing plasma source chamber) must be fitted with 8" conflat flanges. It is to be 15" in length, have 11" which will fit within an 8" diameter clearance, include 4 rails suitable for supporting three 8" inside diameter magnets (total weight 300 lbs). (Supplying the magnets are NOT part of this contract)
 - Eight 2 3/4" conflat flange mounted view ports mounted around the bottom of the Neutralization chamber must be included

3. An Etch chamber containing the following.
 - An 8" conflat flange on its top to join the Neutralizing chamber.
 - A second 8" conflat flange mounted on the bottom of the chamber on the same axis as the 8" flange described above.
 - A 12" port on the side of the chamber and 90 degree elbow for mounting an existing turbomolecular pump and throttle valve.

 - Two 8" Conflat flanges connected to UHV gate valves diametrically opposed to one another
4. A Loadlock capable of introducing samples of variable size and shape up to 5" in diameter into the etching chamber through one of the 8" gate valves.
 - The loadlock should have separately pumped entry chamber, a insertion arm capable of applying at least 25 ft lbs of torque and having a reach 12" beyond the exit (2nd 8" gate valve) from the etch chamber. This is about 30" in total beyond the exit from the loadlock.
 - The loadlock must contain a control system with safety interlocks to prevent operation when chamber is operating.
 - Additional view ports mounted to conflat flanges are to be provided as indicated in the sketch.
5. A demountable adjustable sample stage. This stage must mount onto the bottom 8" conflat flange of the Etch chamber. The stage must have at least 12 " of vertical travel starting at a position of 8" from the face of the 8" conflat flange, provide cooling (liquid nitrogen) to the sample and be able to be biased with a 13.56 MHz RF signal (RF power supply to be provided by NRL). Interlocks and limit switches and semi automatic (motor driven) operation are required.

Attachment (2) are schematic sketches of the Etch chamber, the Loadlock chamber and Neutralization chamber. THEY ARE NOT TO SCALE and are only schematics. Critical dimensions are marked.

- The chambers will be connected to the two existing chambers described above (ECR plasma source and vacuum pumping station). The overall outline for the vacuum pumping station is included in the sketch. The chamber and mounting arrangements must be compatible with these sizes.
- The Neutralizing and Loadlock chamber must be mounted on a table to provide clearance above and below the chambers. The chambers and mounting arrangements must be capable of supporting five 8" internal diameter magnets weighing a total of 550 lbs. This may be achieved by providing supports for the rails (on which the magnets will be mounted) directly to the table on which the vacuum chambers are mounted.
- Full manuals for all supplied equipment must be provided
- Training in the operation of the loadlock and system must be provided on site at NRL for 3 persons

OPTIONAL ITEM 1:

The Contractor shall provide the following optional items:

The two vacuum components (ECR plasma source and Vacuum pumping station) are to be shipped to be cleaned and integrated with the Base System. All costs associated with transport of these chambers and the Base System from/to NRL and their integration must be included in this Option.

OPTIONAL ITEM 2:

The Contractor shall provide the following optional items:

Provision of a residual gas analyzer and ion and Pirani gauges to the Base System.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001AC		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____											
D. SYSTEM / ITEM Neutral Beam Etching System			E. CONTRACT / PR NO. N00173-98-R-JR06		F. CONTRACTOR TBD										
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Operation and Maintenance Manuals			3. SUBTITLE											
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Specifications		6. REQUIRING OFFICE Naval Research Laboratory										
7. DD 250 REQ N	8. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 01 FEB 98		14. DISTRIBUTION										
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16. REMARKS FULL MANUALS FOR ALL SUPPLIED EQUIPMENT SHALL BE PROVIDED AT TIME OF DELIVERY OF EQUIPMENT					15. TOTAL → 1										
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Residual Gas Analysis			3. SUBTITLE											
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Specifications		6. REQUIRING OFFICE NRL										
7. DD 250 REQ N	8. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 01 FEB 98		14. DISTRIBUTION										
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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**ENCLOSURE (1) TO DD FORM 1423
INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS

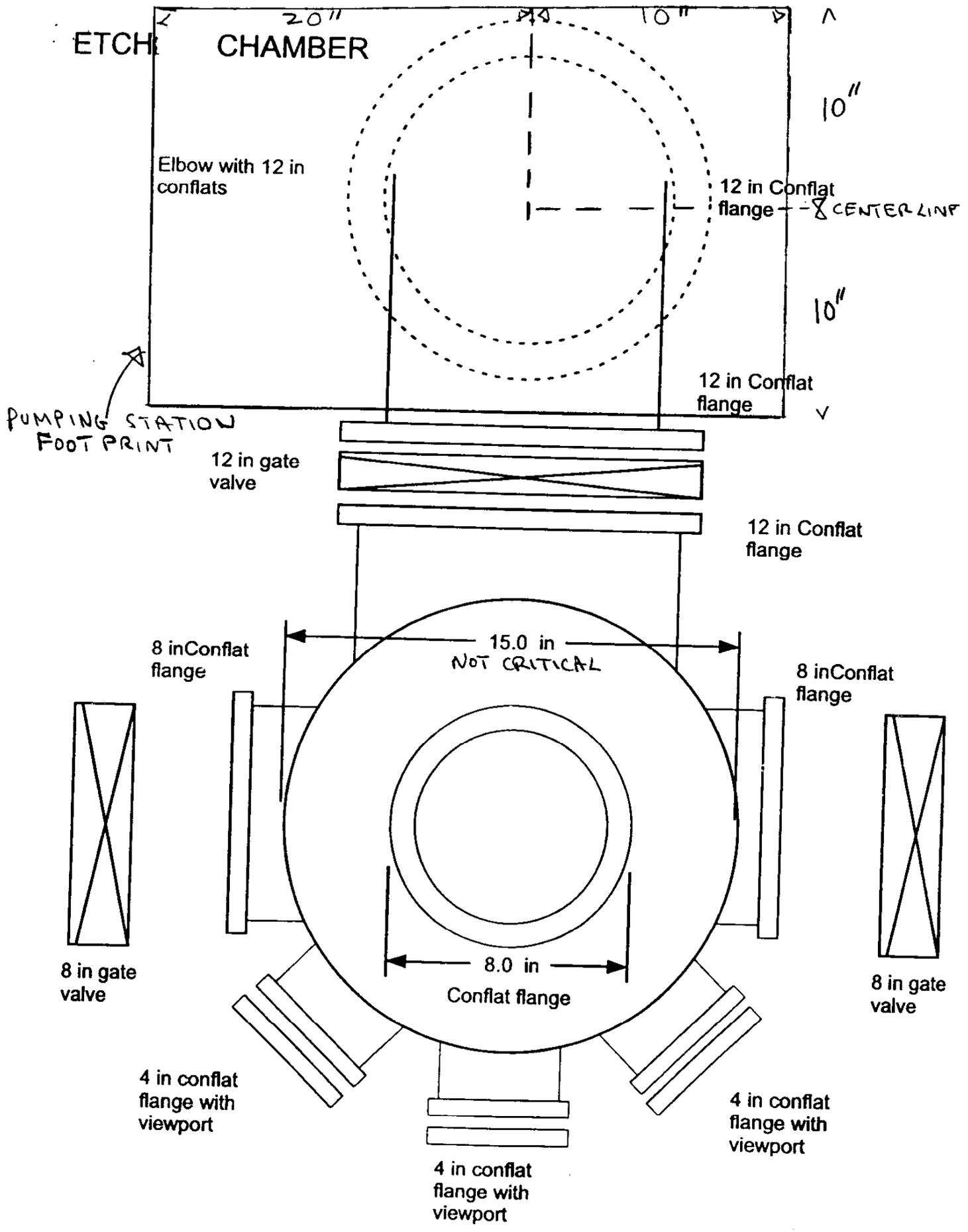
The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
COR/TM Naval Research Laboratory	N00173	1	1
Code: 4555 Overlook Ave., S.W. Washington, DC 20375-5320			
Administrative Contracting Officer		1	1
Director Naval Research Laboratory ATTN: Code: 5227 4555 Overlook Ave., S.W. Washington, DC 20375-5320	N00173	1	1
Defense Technical Information Center (DTIC) 8725 John J. Kingman Rd. Suite #0944 Fort Belvoir, VA 22060-6218	S47031	4	2

DISTRIBUTION OF NON-TECHNICAL REPORTS

The minimum distribution of non-technical reports submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
COR/TM	N00173	1	1
Administrative Contracting Officer (DCMAO)		1	1



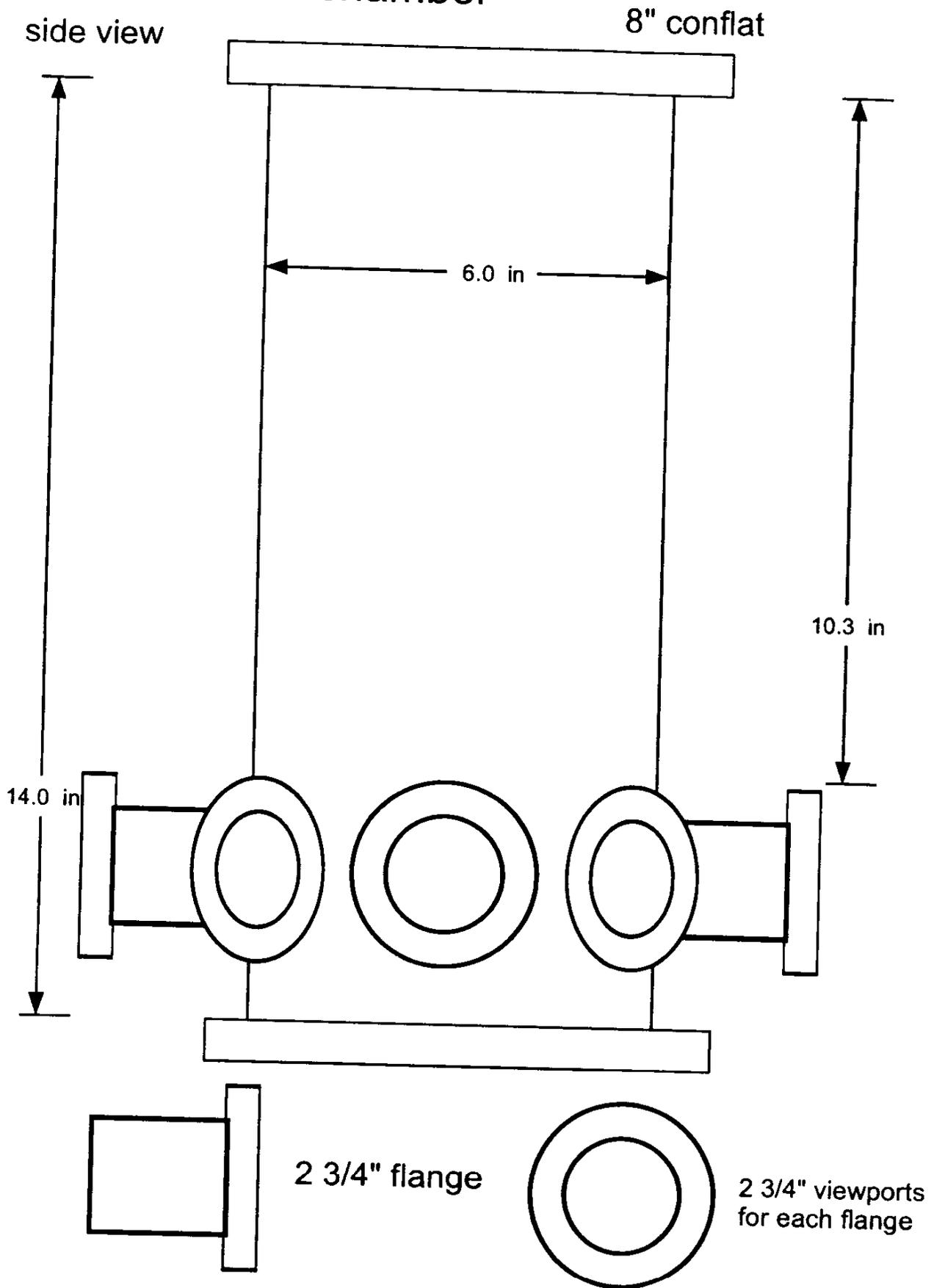
ATTACHMENT (2)

NOT TO SCALE

Neutralization chamber

ATTACHMENT (2)

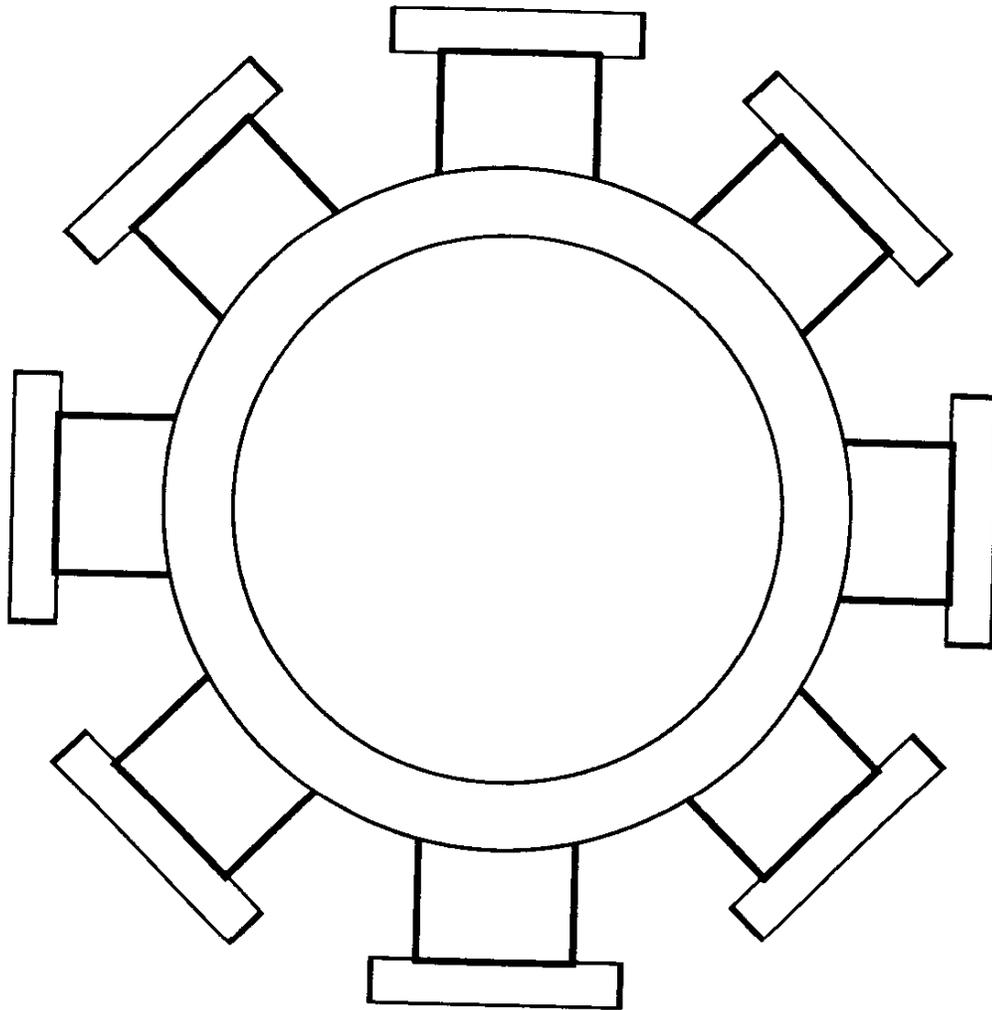
side view



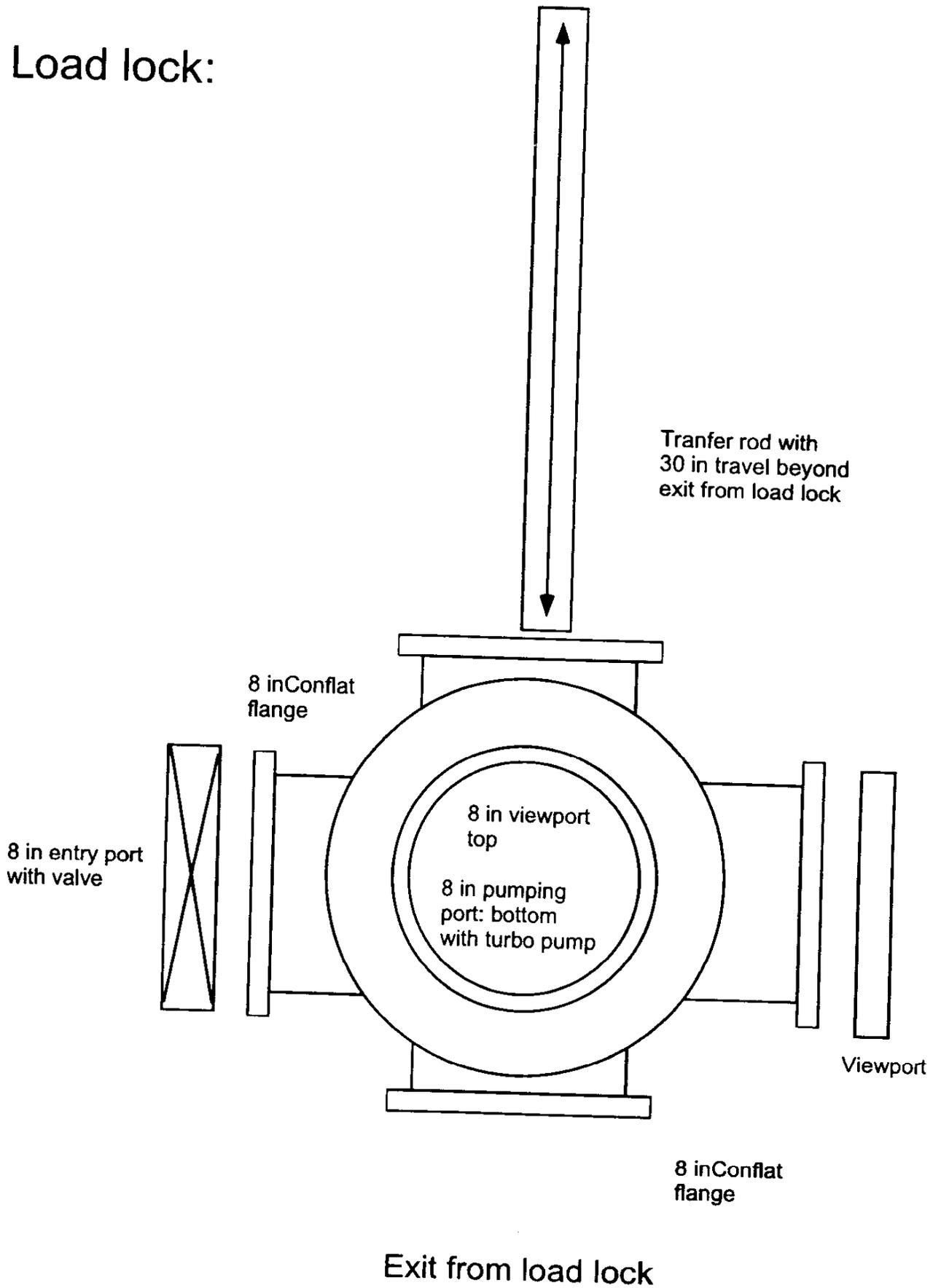
Neutralization chamber

ATTACHMENT (2)

top view



Load lock:



ETCH CHAMBER: Side View

