

This is a SOLE-SOURCE COMBINED SYNOPSIS/SOLICITATION for commercial items in accordance with the information in FAR Subpart 12.6 and FAR Subpart 13.106, using Simplified Acquisition procedures for commercial items, and as supplemented with the additional information included in this notice. This announcement constitutes the only solicitation; a written solicitation will not be issued. PAPER COPIES OF THIS SOLICITATION WILL NOT BE AVAILABLE. This combined synopsis/solicitation SHALL be posted on NECO (<http://www.neco.navy.mil/>) and FEDBIZOPPS (<https://www.fbo.gov/>).

The RFQ (Request for Quote) number is N00189-15-Q-6175. This solicitation documents and incorporates provisions and clauses in effect through FAC 2005-77 and DFARS Change Notice 20141113. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: www.acqnet.gov/far and <http://www.acq.osd.mil/dpap/dfars/index.htm>. This acquisition will result in a Firm-Fixed-Price contract under NAICS 511210. The Small Business Size Standard is \$38.5M.

Under the authority of FAR 6.302-1(b)(1), NAVSUP Fleet Logistics Center, Norfolk Contracting Department intends to award a Firm Fixed Price contract to CBT Nuggets, LLC, Eugene, OR, for renewal of CBT Nuggets Software and Hardware License. CBT Nuggets is the manufacturer of the server the software and hardware upgrades license is needed for and is only available from CBT Nuggets. Interested persons may identify their interest and capability to respond to the requirement or submit proposals. This notice of intent is **NOT** a request for competitive proposals; however, all bids, proposals, or quotations received by closing date will be considered by the Government. A determination by the Government not to compete this proposed contract is based upon responses to this notice and is solely within the discretion of the Government. Information received will normally be considered solely for the purpose of determining whether to conduct a competitive procurement.

SCHEDULE OF SUPPLIES/SERVICES TO BE ACQUIRED:

CLIN 0001: BASE YEAR: 05/01/2015 – 04/30/2016. Renewal of CBT Nuggets NAS-2015 Video Support, 1 Year License, P/N NAS-S15; 1 Each at \$_____ for a Total Amount of \$_____.

CLIN 0002: OPTION YEAR I: 05/01/2016 – 04/30/2017. Renewal of CBT Nuggets NAS-2015 Video Support, 1 Year License, P/N NAS-S15; 1 Each at \$_____ for a Total Amount of \$_____.

CLIN 0003: OPTION YEAR II: 05/01/2017 – 04/30/2018. Renewal of CBT Nuggets NAS-2015 Video Support, 1 Year License, P/N NAS-S15; 1 Each at \$_____ for a Total Amount of \$_____.

CLIN 0004: OPTION YEAR III: 05/01/2018 – 04/30/2019. Renewal of CBT Nuggets NAS-2015 Video Support, 1 Year License, P/N NAS-S15; 1 Each at \$_____ for a Total Amount of \$_____.

The following FAR provisions and clauses are applicable to this procurement and are incorporated by reference:

52.204-7 System for Award Management;

52.204-13 SAM Maintenance;

52.204-19 Incorporation by Reference of Representations and Certifications

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation

52.212-1, Instructions to Offerors;

52.212-3 and its ALT I, Offeror Representations and Certifications - Commercial Items;

52.212-4 Contract Terms and Conditions - Commercial Items;

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items including:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

52.219-28 Post Award Small Business Program Representation

52.222-3 Convict Labor

52.222-19 Child Labor- Cooperation with Authorities and Remedies

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-36 Affirmative Action for Workers with Disabilities

52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving

52.225-13 Restriction on Foreign Purchase

52.232-33 Payment by Electronic Funds Transfer – SAM

52.217-5 Evaluation of Options

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Reps and Certs

52.232-39 Unenforceability of Unauthorized Obligations

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.247-34 F.O.B. Destination

52.252-1 Solicitation Provisions Incorporated by Reference

52.252-2 Clauses Incorporated by Reference

The following DFAR provisions and clauses are applicable to this procurement and are incorporated by reference:

252.203-7000 Requirements Relating to Compensation of Former DOD Officials

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements Representation (DEV 2015-O0010)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements Representation (DEV 2015-O0010)

252.204-7003 Control of Government Personnel Work Product
252.204-7004 Alt A System for Award Management;
252.204-7011 Alternative Line Item Structure
252.204-7012 Safeguarding of Unclassified Controlled Technical Information
252.204.7015 Disclosure of Information to Litigation Support Contractors
252.223-7008 Prohibition of Hexavalent Chromium
252.232-7010 Levies on Contract Payments
252.239-7017 Notice of Supply Chain Risk
252.239-7018 Supply Chain Risk
252.244-7000 Subcontracts for Commercial Items
252.247-7023 Transportation of Supplies by Sea

The following clauses are incorporated by full text:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **10 days of contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **7 days before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **48 months**.

(End of clause)

5252. NS-046P PROSPECTIVE CONTRACTOR RESPONSIBILITY (1 AUG 2001) (FISC NORFOLK)

In accordance with Federal Acquisition Regulation (FAR) Part 9.1, the Contracting Officer shall award contracts only to responsible offerors. No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility.

To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The contracting officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, services, materials, other resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period

covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award.

Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s).

In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of non-responsibility.

As a minimum requirement, all offerors must submit, as part of the original proposal, the following:

- (1) Company's Financial Statement which includes Balance Sheet and Income Statement; and
- (2) Point of Contact from their Bank or any financial institution with which they transact business.

(End of provision)

INSTRUCTIONS

Responses to this solicitation are due by **Monday, April 20, 2015, 11:00AM EST**. Quotes shall be emailed to sandra.w.bennett@navy.mil reference **RFQ N00189-15-Q-6175**. Anything submitted by phone or fax will not be considered.

All Quotes shall include unit prices, extended prices, and a total price, a point of contact, name and telephone number, GSA contract number (if applicable), business size, and prompt payment terms. Each response must clearly indicate the capability of the quoter to meet all specifications and requirements.

Vendors responding to this solicitation are advised that, prior to award, the Government may request vendors to submit information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted quote. A determination by the Government not to compete this requirement on a full and open basis is solely within the discretion of the Government.

Please note - All contractors are required to register in the System for Award Management (SAM) and maintain an active profile. For more information on SAM registration see the following link. <https://www.sam.gov> .