This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the format in Subpart 12.6 using Simplified Acquisition Procedures under the test program for commercial items found at FAR Part 13.5 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. PAPER COPIES OF THIS SOLICITATION WILL NOT BE AVAILABLE. The solicitation is issued as a Request for Proposals (RFP). This combined synopsis/solicitation shall be posted on Navy E-commerce Online (NECO) at http://www.neco.navy.mil and Federal Business Opportunities (FedBizOpps) at https://www.fbo.gov/. The RFP/solicitation number is N00244-15-R-0045.

This RFP/solicitation document incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-82 effective 8 June 2015 and DFARS DPN 20150602 effective 2 June 2015. 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 the following addresses: www.acqnet.gov/far and http://www.acq.osd.mil/dpap/dfars/index.htm. The applicable NAICS code is 541511 and the Small Business Standard is $27.5M. The proposed contract action is 100% set aside for small business concerns.

The Naval Supply Systems Command (NAVSUP) Fleet Logistics Center San Diego (FLCSD) requests responses from qualified sources capable of fulfilling the requirement based on the provided Statement of Work (SOW). The SOW and the justification for brand name sole source (only applicable to the software portion of this 2-in-1 requirement) are uploaded along with this notice. It is the Contractor's responsibility to obtain and review all documents associated with this RFP/solicitation. Proposals that do not include sufficient information, data, and complete responses as prescribed in this notice may be determined unacceptable and may not be considered for award. Submission of a proposal represents that the required items adhere to all factors listed in this RFP/solicitation. The Government anticipates awarding a firm-fixed price (FFP) contract.

List of Contract Line Item Number(s)/CLIN STRUCTURE:

CLIN	Description	Unit of Issue	Qty.	Unit Price (U.P.)
0001	Laser tracker	Each	2	TBD
0002	Folding stand telescoping legs	Each	2	TBD
0003	Verisurf software bundle	Each	2	TBD
0004	Verisurf training (for both laser trackers)	Session	2	TBD
0005	1.5" (inch) Standard Accuracy Break Resistant SMR	Each	2	TBD
0006	0.5" (inch) Standard Accuracy Break Resistant SMR	Each	2	TBD
0007	Notebook Power Pad 64bit	Each	2	TBD
0008	Target Nest	Each	2	TBD

0009	MS Enterprise Agreement GIA, Win7, 64bit	Each	2	TBD

Responsibility and Inspection: Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements and quality control.

Delivery and Acceptance:

The delivery location for CLIN 0001-0009 is as follows:

Fleet Readiness Center Southwest (FRCSW)
Naval Air Station (NAS) North Island
Building 825, Bay 3
Quentin-Roosevelt Road
San Diego, CA 92135-7058

Invoicing/Payment Method: Invoicing and payment shall be made electronically via Wide Area Workflow (WAWF).

Contract Administration: Post-award contract administration will be performed by NAVSUP FLCSD.

The following FAR provisions are applicable to this acquisition:

52.212-1 Instructions to Offerors – Commercial Items

NOTE: This provision must be reviewed completely. It contains the guidelines for submission of your offer. Submission of proposal represents the item adheres to all factors listed in this solicitation.

Offerors are encouraged to submit multiple offerors presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

FAR 52.212-2 Evaluation of Commercial Items

(a) The Government will award a Firm Fixed Price (FFP) contract resulting from this solicitation. Award will be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Offerors' proposals will be evaluated first under Factor I (Technical Capability) below, which represents MINIMUM acceptable criteria. Under this factor, products/services offered will be determined to be either technically acceptable or unacceptable. Failure to meet the minimum criteria for this factor will render the offer to be technically unacceptable and to not be considered for award.

Only those offers which meet the minimum requirements established by Factor I (Technical Capability) will be further evaluated under Factor II (Past Performance). In the second step of evaluating those offers determined under Factor I (Technical Capability) to be technically acceptable, Factor II (Past Performance) when combined is approximately of equal importance to Factor (III) Price.

Factor I: TECHNICAL CAPABILITY

Sub-factor I: Technical Literature

The offeror shall submit technical literature (in accordance with FAR 52.212-1(a)(4)) related to the offeror's current capability to fulfill requirement identified in the Statement of Work (SOW). The supporting technical literature should not exceed 15 pages. The furnishing of supporting documentation will be used by the Government to evaluate the proposal and to determine an offeror's capability of accomplishing the overall project. The technical literature shall demonstrate in sufficient detail that the proposed items meet or exceed the salient characteristics prescribed in the SOW but at a minimum MUST demonstrate (laser trackers) are capable of maintaining (a) water and dust resistance with an IP52 rating or higher and have (b) the ability to continuously scan at least 300 points per second.

Offerors that provide supporting technical literature is determined to be sufficient for proper evaluation purposes to allow the Government to make a reasonable determination of the offeror's technical capability will be rated as "acceptable." Offerors that do not provide any supporting technical literature is determined to be insufficient for proper evaluation purposes to allow the Government to make a reasonable determination of the offeror's technical capability will be rated as "Unacceptable". A rating of "Unacceptable" will preclude any further evaluation submitted by the offeror.

The following ratings listed below will be used to evaluate technical capability.

Technically Ratings	
Rating	Description
Acceptable	Offeror clearly meets the minimum requirements of the solicitation
Unacceptable	Offeror does not clearly meet the minimum requirements of the solicitation

Sub-factor II: Delivery

The Government's requirement shall be delivered and accomplished within 90 days after receipt of order (ARO). A statement shall be made by the offeror in writing confirming their ability to comply with the required delivery timeframe and F.O.B. terms. Proposals submitted on a basis other than F.O.B. Destination may be rejected and may be deemed unacceptable. All transportation charges are to be paid by the Contractor without additional expense to the Government. Offers that take exception to this delivery timeframe and F.O.B. terms or fail to confirm in writing may be determined ineligible for award. The supplier is responsible for the performance of all inspection requirements and quality control.

Factor II: PAST PERFORMANCE

The Government will evaluate an offeror's past performance in one (1) area: performance of contract effort. Offerors are required to provide historical past performance data that will show actual work under a contract with a U.S. Government customer or commercial entities that is similar as the required work specified under the applicable work statements. The offeror shall provide a Past Performance Information (PPI) form for the same type of work performed on prior Government or commercial company contracts within the last five (5) years.

Offerors shall provide historical data from the past five (5) years for the type of services and parts under this request for proposals (RFP). At a minimum three (3) historical contract references are required.

NOTE: The PPI Form will be uploaded via NECO along with this notice.

The following ratings listed below will be used to evaluate past performance.

Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Offeror has relevant past performance, no monetary assessment for non-conforming services, no terminations for default, met contract requirements for timely delivery and customer service.
Unacceptable	Monetary assessment for non-conforming services, terminations for default or cause, poor performance, such as untimely delivery, poor customer service and inadequate equipment

Past performance will be rated on the basis on relevance, quality, delivery or cost problems, corrective actions, and effectives of the corrective actions. The Government will give an "acceptable" past performance rating to proposals where the offeror has relevant past performance, no monetary assessment for non-conforming services, no terminations for default, and met contract requirements for timely delivery and customer service. The Government will not make award to a proposal that the Government evaluates as "unacceptable" on past performance. To be eligible for award, the Government must evaluate the past performance factor as acceptable.

Factor III: PRICE

Pricing shall be provided for each CLIN listed herein and a total cost for the entire effort as outlined in this RFP/solicitation. Failure to provide this information may render the proposal unacceptable and not considered for award.

The Government intends to evaluate the offers and award a FFP contract using Lowest Price Technically Acceptable (LPTA) procedures without discussions. However, the Government reserves the right to hold discussions if deemed necessary. Each initial offer should therefore contain the offer's most accurate terms from both a technical and pricing standpoint.

End of Provision

52.212-3 and its ALT I Offeror Representations and Certifications – Commercial Items; all offerors shall have their Representations and Certifications (FAR 52.212-3(b)) within the System for Award Management (SAM) updated at the time of proposal.
NOTE: This provision is considered a fill-in. All applicable fields must be completed. Submit this provision with your proposal.

52.212-4 Contract Terms and Conditions -- Commercial Items
52.204-16, Commercial and Government Entity Code Reporting

The following contract terms and conditions are contained within FAR 52.212-5 and are hereby incorporated by reference:

52.203-6 Restrictions on Subcontractor Sales to the Government, Alternate I

52.204-7 System for Award Management (SAM)

52.219-6 Notice of Total Small Business Set-Aside

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 Equal Opportunity for Workers with Disabilities

52.222-41 Service Contract Act of 1965

52.222-50 Combating Trafficking in Persons

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

52.225-13 Restrictions on Certain Foreign Purchases

52.232-33 Payment by Electronic Funds Transfer – System for Award Management

52.233-3 Protest After Award

52.233-4 Applicable Law for Breach of Contract Claim

52.237-2 Protection of Existing Vegetation, Structures, and Equipment

52.246-15 Certificate of Conformance

52.247-34 F.O.B. Destination

52.252-2 -- Clauses Incorporated by Reference: this RFP/solicitation and contemplated contract incorporate one or more clauses by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these addresses:

http://farsite.hill.af.mil and/or http://farsite.hill.af.mil/vfdfara.htm

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following DFARS clauses are applicable to this procurement (all clauses shall be incorporated by reference in the order provided below):

252.203-7000 Requirements Relating to Former DoD Officials

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentially Agreements (FEB 2015) (Deviation)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentially Agreements (FEB 2015) (Deviation)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7011 Alternative Line Item Structure

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

252.209-7992 Representations on Corporations Regarding an Unpaid Delinquent Tax Liability or Felony under any Federal Law

252.211-7003 Item Unique Identification and Valuation

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports

252.232-7006 Wide Area Workflow Payment Instructions

252.232-7010 Levies on Contract Payments

252.239-7018 Supply Chain Risk

252.243-7001 Pricing of Contract Modifications

252.247-7023 Transportation of Supplies by Sea – Basic

The following Local clauses are applicable to this procurement:

NDZL331 Review of Agency Protests
NDZL332 Unit Prices
NDZL333 Non-Navy Owned Cranes
NDZM 281 Single Award for all Items

Additional contract requirements, the Contractor shall provide a one (1) year warranty on all equipment, material and supplies provided covering parts, labor, shipping and handling.

SUBMISSION REQUIREMENTS

This announcement will close at 5:00 PM on September 9, 2015. All proposals shall be submitted directly to the Contract Specialist, Adrian A. Porras, via electronic mail to Adrian.Porras@navy.mil. Only written proposals shall be accepted in response to this notice. All proposals shall contain the applicable requested information specified herein. Offerors are responsible for submitting offers and any modification, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified herein. All responsible sources may submit a proposal which shall be considered by the agency.

Oral communications are not acceptable. Any proposals that are submitted in any other fashion or after the prescribed deadline may be deemed unacceptable and may not be considered for award. Any and all questions shall be submitted directly to the Contract Specialist, Adrian A. Porras, via electronic mail to Adrian.Porras@navy.mil at or before 5:00 PM on 25 August 2015. Questions received after this date and time may not receive a response. Responses on questions will be made public via an amendment on NECO at or before 5:00 PM on 31 August 2015.

Submission of Proposal Data:

Proposal data shall be submitted as follows:

(1) Volume I: Technical Literature (not to exceed 15 pages): no pricing data shall be included in the technical literature; written statement (on compliance with the meeting required delivery timeframe and FOB terms)

(2) Volume II: Past Performance: Past Performance Information (PPI) form for the same type of work performed on prior Government or commercial company contracts within the last five (5) years from a minimum of three (3) historical contract references

(3) Volume III: Pricing Data (as specified under the evaluation clause (FAR 52.212-2 Evaluation of Commercial Items))

(4) Volume IV: Publisher-Reseller Agreement and End User License Agreement (EULA): a copy of the agreement between the publisher and its resellers where the publisher authorizes resellers to sell licenses and extended warranties shall be provided with your proposal. This agreement should be attached to the End User License Agreement (EULA) with the reseller

*NOTE: Volume IV will not be part of the technical evaluation; however, the offeror must include its Publisher-Reseller Agreement and End User License Agreement (EULA) for review to be considered. There is no page limit on this volume.

A prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract resulting from this solicitation. Registration is free and can be completed online at https://www.sam.gov/.

If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed in making award to the next otherwise successfully registered offeror. In

addition, provide acknowledgement of any solicitation amendments. All proposals shall include price(s), F.O.B. point, a point of contact (POC) (including name, e-mail, and phone number), GSA contract number (if applicable), and business size and size standard. Proposals over 30 pages in total will not be accepted. This page limit is only applicable to the technical evaluation portion which consists of Volumes I through III. Each response must clearly indicate the capability of the offeror to meet all specifications and requirements.

******* End of Combined Synopsis/Solicitation ********