

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 N00244-16-T-0324.

This RFP/solicitation document incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-91 effective 30 September 2016 and DFARS DPN 20160811 effective 21 October 2016. 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 334519 and the Small Business Standard is 500 (employees). The proposed contract action is will be competed as full and open.

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	3D Laser tracker ** The contractor is responsible for reading the SOW in its entirety and adhering to it.	Each	2	TBD (POP: 30 days after award)
0002	Laptop computer system with Verisurf software bundle ** The contractor is responsible for reading the SOW in its entirety and adhering to it	Each	2	TBD (POP: 30 days after award)
0003	Training (Includes follow up training) 10 personnel ** The contractor is responsible for reading the SOW in its entirety and adhering to it	Session	2	TBD (POP: 30 days after award)
0004	EULA Software Agreement ** The contractor is responsible for reading the SOW in its entirety and adhering to it	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 0001-0004 is as follows: Fleet

Readiness Center Southwest (FRCSW)
Naval Air Station (NAS) North Island
ATTN: Ms. Nicole Ciokiewicz- 63120
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

The Government will award a Firm Fixed Price (FFP) contract resulting from this solicitation. Award will be made to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors and subfactors will be used to evaluate quotes based on technically “acceptable” lowest quote.

Quotes will be evaluated first under Factor 1 Technical Capability, which represents the MINIMUM acceptable criteria. Under this factor, products quoted will be determined to be either technically “acceptable” or “unacceptable”. Failure to meet the minimum criteria for this factor will render the quote to be technically unacceptable and not be considered for award. Only those quotes which meet the minimum requirements established by Factor 1 Technical Capability will be further evaluated under Factor 2 Past Performance.

The following ratings will be used to evaluate Factor 1 Technical Capability:

Technical Ratings	
Rating	Description
Acceptable	Quoter clearly meets the minimum requirements of the solicitation
Unacceptable	Quoter does not clearly meet the minimum requirements of the solicitation

All sub-factors under Factor 1 Technical Capability shall be rated “acceptable” in order to be considered technically suitable. A rating of unacceptable in any subfactor will render the entire factor “unacceptable”.

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.

Sub-factor II: Delivery

The Government’s requirement shall be delivered and accomplished within 30 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

A quoter must receive a technical rating of acceptable under Factor I in order to be continue on to past performance evaluation.

The Government will evaluate an offeror’s past performance. 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. At a minimum two 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 Factor 2 Past Performance.

Past Performance Ratings	
Rating	Description
ACCEPTABLE	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below)
UNACCEPTABLE	Based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.
NEUTRAL	Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or “neutral”) past performance. <i>In the context of acceptability/unacceptability, a neutral rating shall be considered “acceptable.”</i>

Past performance will be rated on the basis on relevance, quality, delivery, service, and customer satisfaction. The Government will give an “acceptable” past performance rating to offeros where the offeor 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 quote that the Government evaluates as “unacceptable” on past performance.

Only those offerors which meet the minimum requirements established by Factor 1 Technical Capability and Factor 2 Past Performance will be further evaluated under Factor 3 Price.

Factor III: PRICE

Pricing shall be provided for each CLIN listed herein and a total cost for the entire effort as outlined in this 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.

Offers shall be made up of new materials/equipment only; no re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. Quotes must be good for no less than 60 calendar days after close of solicitation. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Applicable contract terms and conditions contained within FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) and are hereby incorporated by reference.

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006), Alternate I (Oct 1995)
- 7System for Award Management
- 52.204-7 System for Award Management (Jul 2013)
- 52.204-13 System for Award Management Maintenance (Jul 2013)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)
- 52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)
- 52.204-18 Commercial and Government Entity Code Maintenance (Jul 2016)
- 52.209-2 Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)
- 52.209-5 Certification Regarding Responsibility Matters (Oct 2015)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)
- 52.212-1 Instructions to Offerors - Commercial Items
- 52.212-3 Offeror Representations and Certifications--Commercial Items (Apr 2016) with its Alternate I (Oct 2014)
- 52.212-4 Contract Terms and Conditions - Commercial Items
- 52.212-5 Contract Terms & Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Deviation 2013-O0019) (July 2014)
- 52.222-3 Convict Labor (June 2003)
- 52.222-19 Child Labor—Cooperation with Authorities and Remedies
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)
- 52.222-26 Equal Opportunity (Apr 2015)
- 52.222-35 Equal Opportunity for Veterans (Oct 2015)
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-37 Employment Reports on Disabled Veterans (July 2014)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014)
52.222-50 Combating Trafficking in Persons
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Oct 2015)
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
52.247-34 F.O.B. Destination

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):

FAR provisions: <http://farsite.hill.af.mil/vffara.htm>

DFAR provisions: <http://farsite.hill.af.mil/vffara.htm>

(End of Provision)

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):

FAR Clauses: <http://farsite.hill.af.mil/vffara.htm>

DFARS Clauses: <http://farsite.hill.af.mil/vfdfara.htm>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

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

252.203-7002 Requirement to Inform Employee of Whistleblower Rights

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
252.225-7001 Bu American Act and Balance of Payment Programs
252.225-7048 Export-Controlled Items
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:

REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FLCSD is the Director, Regional Contracts Department, Fleet Logistics Center San Diego at 3985 Cummings Road, San Diego, CA 92136. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

(End of Local Provisions)

UNIT PRICES (JUL 2016)

Contractor unit prices, when incorporated into a Government contract, may be releasable under the Freedom of Information Act (FOIA) in the event NAVSUP FLCSD receives a FOIA request.

SUBMISSION REQUIREMENTS

This announcement will close at **5:00 PM on November 28, 2016**. All proposals shall be submitted directly to the Contract Specialist, Dwayne Casad, via electronic mail to Dwayne.M.Casad@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, Dwayne Casad, via electronic mail to Dwayne.M.Casad@navy.mil at or before **5:00 PM on November 23, 2016**. Questions received after this date and time may not receive a response. Responses on questions received will be made public via an amendment on NECO/FedBizOpps at or before **5:00 PM on November 24, 2016**.

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 two 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 *****