COMBINED SYNOPSIS/SOLICITATION

Ammunition and Shooting Targets

(I) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice and in accordance with the simplified acquisition procedures authorized in FAR Part 13. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(II) This solicitation is issued as a request for quotation (RFQ). Submit written quotes on RFQ Number DG-1330-12-RQ-1028

(III) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-60.

(IV) This solicitation is being issued as a Total Small Business Set-Aside. The associated NAICS code is 332992. The small business size standard is *1000*

(V) This combined solicitation/synopsis is for purchase of the following commercial items:

Line Item 0001: 16,000 rounds of ammunition for semiautomatic pistols to be factory-loaded .40 S&W caliber, 180-grain jacketed hollow point (JHP). No reloads may be used with these weapons. All service furnished ammunition for issued firearms will be U.S. factory production. Shipped to Massachesettes addresses listed in (V11).

Line Item 0002: 6,000 rounds of frangible, 125-grain CFRHT .40 caliber. No reloads may be used with these weapons. All service furnished ammunition for issued firearms will be U.S. factory production. Shipped to Massachusetts address listed in (V11).

Line Item 0003: 500 Transtar II blue 24" x 40". Shipped to Massachusetts address listed in (VII).

Line Item 0004: 24,000 rounds of ammunition for semiautomatic pistols to be factory-loaded .40 S&W caliber, 180-grain jacketed hollow point (JHP). No reloads may be used with these weapons. All service furnished ammunition for issued firearms will be U.S. factory production. Shipped Florida address listed in (VII).

(VI) Description of requirements is as follows:

40,000 rounds of ammunition for semiautomatic pistols to be factory-loaded .40 S&W caliber, 180-grain jacketed hollow point (JHP), 6,000 rounds of frangible ammunition, 125-grain CFRHT .40 caliber, and 500 Transtar II blue 24" x 40" targets for shooting. No reloads may be used with these weapons. All service furnished ammunition for issued firearms will be U.S. factory production. The details pertaining to the RFQ are listed below in the three lines which are requiring inside delivery.

(VII) Required deliver 45 days after ARO.

Delivery Schedule:

“Inside Delivery” for all line items requested. Quote shall include all shipping charges.

Line Item 0001:

8,000 rounds to:

Ross Lane

DOC, NOAA, NMFS, OLE, NED

130 Oak Street, Suite 5,

Ellsworth, ME, 04605

and

8,000 rounds to:

Troy Audyatis,

DOC, NOAA, NMFS, OLE, NED

 53 North 6th Street, Room 214

New Bedford, MA, 02740.

Line Item 0002:

6,000 rounds frangible to:

James Cassin

DOC, NOAA, NMFS, OLE, NED

3350 Highway 138, Suite 218,

Wall, NJ, 07719

Line Item 0003:

200 paper targets to:

Ross Lane

DOC, NOAA, NMFS, OLE, NED

130 Oak Street, Suite 5

Ellsworth, ME, 04605

200 paper targets to:

Troy Audyatis

DOC, NOAA, NMFS, OLE, NED

 53 North 6th Street, Room 214

New Bedford, MA, 02740.

100 paper targets to:

James Cassin

DOC, NOAA, NMFS, OLE, NED

3350 Highway 138, Suite 218,

Wall, NJ, 07719

Line Item 0004:

24,000 rounds to:

Jeff Radonski, A/DSAC

DOC, NOAA, NMFS, OLE, SED

263 13th Avenue South, Suite 109, St.

Petersburg, FL, 33701.

 (VIII) FAR 52.212-1, Instructions to Offerors -- Commercial Items (Feb 2012), applies to this acquisition.

The offerer will submit a quote for the items in Section (V).

(IX) Commercial Items (Jan 1999), applies to this acquisition. Offers will be evaluated based on price and the factors set forth in paragraph (a), and a firm fixed-price purchase order award will be made to the firm offering the lowest price technically acceptable, with payment terms of Net 30. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Paragraph (a) is hereby completed as follows: 1) Must meet the specifications as stated in (VI) above; 2) Lowest Price: Quote must state price in U.S. Dollars; 3) Delivery: Quote must include delivery schedule 4) Delivery: Quote must include Shipping Charges.

(X) The offeror must submit a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (Oct 2010) with its quote. The offeror shall complete the annual representations and certifications electronically at <http://orca.bpn.gov>.

(XI) The clause at FAR 52.212-4, Contract Terms and Conditions – Commercial Items February 2012, applies to this acquisition.

(XII) The clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items July 2012, applies to this acquisition. The following clauses under subparagraph (b) apply:

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012)

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011)

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012)

(26) 52.222-3, Convict Labor (June 2003)

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012)

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

(29) 52.222-26, Equal Opportunity (Mar 2007)

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

(39) 52.225-1, Buy American Act—Supplies (Feb 2009)

(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008)

(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)

(XIII) The following clauses are also applicable to this acquisition:

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):

https://www.acquisition.gov/far/index.html (End of provision)

52.252-2 Clauses Incorporated By Reference (Feb 1998). This contract incorporates on 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 address: https://www.acquisition.gov/far/ (End of Clause)

52.214-34, Submission of Offers in the English Language (Apr 1991).

52.214-35, Submission of Offer in U.S. Currency (Apr 1991).

Department of Commerce Clauses:

ASSURANCE BY CORPORATIONS

Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2012)

In accordance with Sections 543 and 544 of Public Law 112-55 Commerce, Justice, Science, and Related Agencies Appropriations Act 2012, Title V (General Provisions) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

The Offeror represents that, as of the date of this offer -

It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreements with the authority responsible for collecting the tax liability.

(End of provision)

1352.201-70, Contracting Officer’s Authority (Apr 2010).

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

1352.209-73 Compliance With the Laws (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

1352.209-74 Organizational Conflict of Interest (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor,

joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor’s knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor’s impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “contract,” “contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government’s rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor’s organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor’s potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor’s own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

1352.213-70 Evaluation Utilizing Simplified Acquisition Procedures (APR 2010)

The Government will issue an order resulting from this request for quotation to the responsible offeror whose quotation results in the lowest price technical acceptable. The following factors will be used to evaluate quotations:

1) Technical Acceptable: Must meet all technical specifications as stated in (VI) above;

2) Price: Quote must state price in U.S. Dollars;

3) Delivery: Quote must include delivery schedule;

4) Delivery: Quote must include Shipping Charges.

(End of clause)

1352.215-72 Inquiries (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to FED BID . Questions should be received no later than 12:00 p.m. PST, August 21, 2012. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)