

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures under the test program for commercial items found at FAR 13.5, 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 both FEDBIZOPPS and NECO (<https://www.neco.navy.mil/>).

The RFQ number is **N00604-15-T-3099**. This solicitation documents and incorporates provisions and clauses in effect through FAC 2005-83 and DFARS Publication Notice 20150626. It is the responsibility of the contractor to understand the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: <https://www.acquisition.gov/far/> and <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

The NAICS code is 325510 and the Small Business Standard is 500 employees. **The proposed contract is 100% set aside for small business concerns.** The Small Business Office concurs with the decision.

The NAVSUP Fleet Logistics Center, Pearl Harbor, HI intends to award a Firm Fixed Price (FFP), Single Award Indefinite Delivery Indefinite Quantity (IDIQ) supply type contract for the following roof coatings:

CLIN 0001 – Solvent Based Primer. See Table A in the Statement of Requirements for the salient characteristics. Maximum quantity is 200 containers per year, delivered in 5 gallon containers.

BASE YEAR: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 1: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 2: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 3: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 4: QTY 200 @ \$ _____ per Container = \$ _____

CLIN 0002 – Butyl Rubber Thermoplastic Roof Restoration. See Table B in the Statement of Requirements for the salient characteristics. Maximum quantity is 300 containers per year, delivered in 5 gallon containers.

BASE YEAR: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 1: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 2: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 3: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 4: QTY 300 @ \$ _____ per Container = \$ _____

CLIN 0003 – Butyl Rubber Roof Coating, Sealant. See Table C in the Statement of Requirements for the salient characteristics. Maximum quantity is 200 containers per year, delivered in 5 gallon containers.

BASE YEAR: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 1: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 2: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 3: QTY 200 @ \$ _____ per Container = \$ _____
OPTION YEAR 4: QTY 200 @ \$ _____ per Container = \$ _____

CLIN 0004 – Acrylic & Elastomeric Finish Coat. See Table D in the Statement of Requirements for the salient characteristics. Maximum quantity is 300 containers per year, delivered in 5 gallon containers.

BASE YEAR: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 1: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 2: QTY 300 @ \$ _____ per Container = \$ _____
OPTION YEAR 3: QTY 300 @ \$ _____ per Container = \$ _____

OPTION YEAR 4: QTY 300 @ \$_____ per Container = \$_____

CLIN 0005 – Acrylic, Elastomeric & U.V. Resistant Foundation Coat. See Table E in the Statement of Requirements for the salient characteristics. Maximum quantity is 200 containers per year, delivered in 5 gallon containers.

BASE YEAR: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 1: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 2: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 3: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 4: QTY 200 @ \$_____ per Container = \$_____

CLIN 0006 – Water Based Acrylic Primer. See Table F in the Statement of Requirements for the salient characteristics. Maximum quantity is 200 containers per year, delivered in 5 gallon containers.

BASE YEAR: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 1: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 2: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 3: QTY 200 @ \$_____ per Container = \$_____
OPTION YEAR 4: QTY 200 @ \$_____ per Container = \$_____

TOTAL PRICE (Sum of the Base Year and all Option Years for all 6 CLINs) = \$_____

The proposed contract is 100% set aside for small businesses. **All products offered under the proposed contract must be manufactured by a small business in order to be considered for award.**

Delivery is required within 7-10 days after the date of the individual order to various locations in Joint Base Pearl Harbor Hickam (JBPHH). The period of performance will be 21 August 2015 through 20 August 2016 with four (4) one year options. See the attached Statement of Requirements for additional details. Responsibility and Inspection: unless otherwise specified in the order, the supplier is responsible for the performance of all inspection requirements and quality control.

Guaranteed Minimum: The guaranteed minimum amount is \$2,500 for this contract. The minimum will be funded on the basic contract award document. The minimum guarantee applies to the base period only. Once the minimum guarantee has been fulfilled under the contract, the minimum guarantee in the amount of \$2,500 will be deobligated from the contract through a modification.

Ordering Procedures:

The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for and order goods and services. Authorized Government Purchase Card Holders will receive approved accounts on DOD EMALL to view and order items. The contractor agrees to accept and process electronically submitted orders through the DOD EMALL unless an exception applies. An exception will include if DOD EMALL is down or if the Awardee is not registered in DOD EMALL immediately after award.

The contractor is required to receive electronic orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal Software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DOD has established the External Certification Authority (ECA) program to support the issuance of DOD approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to

securely communicate with the DOD and authenticate to DOD Information Systems. The contractor agrees to purchase, install, maintain, and use a DOD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/Pages/certificate.aspx>.

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved ordering methods by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GPC purchases and approved ordering methods exceed 75% of the combined line item quantities.

DOD EMALL orders will be in accordance with the ordering limitations set forth in the contract.

Unless an exception applies, no IDIQ written or oral order will be accepted for processing through the Fleet Logistics Center Pearl Harbor or NAVFAC Hawaii contract's office that can be ordered directly by the client through DOD EMALL.

The awardee is required to register for a contractor account on DOD EMALL by no later than (NLT) fifteen (15) days after award. The registration requirements are available at the following website: <https://dod.emall.dla.mil/acct/>. The registration process may take more than 90 days to process. If orders are required during this time, orders will be placed by the NAVSUP FLC Pearl Harbor Regional Contracting Office.

Written Orders

If written orders are placed, they will contain the following information consistent with the terms of the contract:

- (a) Date of order;
- (b) Contract number and order number;
- (c) Requisition number;
- (d) Item number and description, quantity ordered, unit price and contract price;
- (e) Place of delivery or performance (including consignee);
- (f) Packaging, packing, and shipping instructions if any required;
- (g) Accounting and appropriation data;
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

Oral Orders

If oral orders are placed, they will contain the following information consistent with the terms of the contract:

- (a) The contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
- (b) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
- (c) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

****Payment by Government Purchase Card****

The following is incorporated in accordance with FAR 52.232-36, "Payment by Third Party." The method of payment for this contract or for orders under this contract will be by government purchase card.

(a) The contractor shall submit invoices to the following:

NAVFAC ENGINEERING COMMAND HAWAII
400 MARSHALL ROAD, BLDG 44
PEARL HARBOR, HI 96860

In addition, a copy of the invoice shall be provided via email to the government purchase cardholder identified in the list of Government Purchase Card Holders, which will be provided annually.

When ready to ship supplies or upon completion of service performance, the contractor shall call the above cited purchase cardholder to obtain the required purchase card information.

(b) The contractor shall not charge the credit card until after performance/shipment takes place. Authority to charge the account is not authorized until:

_____ supplies are shipped or services rendered (FOB ORIGIN); or
_ X_ supplies are accepted or services rendered (FOB DEST)

52.216-19 -- Order Limitations.

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$40,000;

(2) Any order for a combination of items in excess of \$80,000; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

Ordering Authority

Any supplies and services to be furnished under this contract shall be ordered either through DOD Email, or by issuance of task orders by the individuals or activities designated in the Schedule. Task orders may be issued from the effective date through four years after award if all option periods are exercised, or until all orders are complete so long as the order was made prior to the end of the performance period. Orders may only be issued by the following activities:

For DOD EMAIL Orders:

NAVFAC Hawaii
Code 444
Pearl Harbor, Hawaii

For Written Orders:

Fleet Logistics Center
Regional Contracting Department
Pearl Harbor, Hawaii

For Oral Orders:

Fleet Logistics Center
Regional Contracting Department
Pearl Harbor, Hawaii

*A list of individuals who have ordering authority will be provided as an attachment at the time of award and annually or otherwise as required. Only warranted individuals will have ordering authority under this contract.

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

52.203-3 Gratuities
52.204-7 System for Award Management
52.204-9 Personal Identity Verification of Contractor Personnel
52.204-13 SAM Maintenance
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation
52.209-5 Certification Regarding Responsibility Matters
52.209-7 Information Regarding Responsibility Matters
52.212-1 Instructions to Offerors - Commercial Items
52.212-3 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
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
52.222-50 Combating Trafficking in Persons
52.233-3 Protest After Award
52.233-4 Applicable Law for Breach of Contract Claim
52.203-6 Alt I Restrictions on Subcontractor Sales to the Government
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

- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
- 52.219-6 Notice of Total Small Business Set-Aside
- 52.219-8 Utilization of Small Business Concerns
- 52.219-13 Notice of Set-Aside Orders
- 52.219-14 Limitations on Subcontracting
- 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
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Affirmative Action for Workers W/ Disabilities
- 52.222-37 Employment Reports on Disabled Veterans
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.225-13 Restriction on Foreign Purchases
- 52.232-36 Payment by Third Party
- 52.217-5 Evaluation of Options
- 52.223-3 Hazardous Material Identification & Material Safety Data
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Reps and Certs
- 52.232-18 Availability of Funds
- 52.232-39 Unenforceability of Unauthorized Obligations
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
- 52.233-2 Service of Protest
- 52.247-34 FOB Destination

Offerors are reminded to include a completed copy of 52.212-3 and it's ALT I with quotes. All clauses shall be incorporated by reference in the order. Additional contract terms and conditions applicable to this procurement are:

- 252.203-7000 Requirements Relating to Compensation of Former DOD Officials
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials
- 252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation. (DEVIATION 2015-00010)
- 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation. (DEVIATION 2015-00010)
- 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
- 252.205-7000 Provision of Information
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
- 252.209-7992 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law – Fiscal Year 2015 Appropriations (Deviation 2015-O0005)(Dec 2014)
- 252.211-7003 Item Identification & Valuation
- 252.216-7006 Ordering

252.223-7001 Hazard Warning Labels
252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.233-7008 Prohibition of Hexavalent Chromium
252.225-7001 Buy American Act and Balance of Payments Program
252.225-7002 Qualifying Country Sources as Subcontractors
252.225-7012 Preference for Certain Commodities
252.225-7021 Trade Agreements
252.225-7036 Buy American Act- Free Trade Agreements -Balance of Payments Program
252.225-7993 Prohibition on Contracting with the Enemy (Dev 2014-O0020)
252.232-7010 Levies on Contract Payments
252.243-7002 Requests for Equitable Adjustment
252.244-7000 Subcontracts for Commercial Items
252.247-7023 Transportation of Supplies by Sea
5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, IT Systems, or Protected Health Information
5252.243-9400 Authorized Changes by the KO

52.217-9 – Option to Extend the Term of the Contract

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

(End of Clause)

52.252-1 – Solicitation Provisions Incorporated by Reference

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/>

<http://farsite.hill.af.mil/>

(End of Provision)

52.252-2 – Clauses Incorporated by Reference

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):

<https://www.acquisition.gov/Far/>

<http://farsite.hill.af.mil/>

(End of Clause)

Basis of Award: Award will be made to the responsible offeror who submits the lowest price technically acceptable (LPTA) for Total Price. Technical acceptability will be contingent upon the offeror proposing to meet all requirements in the RFQ.

Offerors shall include with their quotes the following, as well as any additional information and certifications with reference to the provisions contained herein:

- 1) A price for the base year and all options years for all CLIN's, Total Price, FOB point, a point of contact, name and phone number, business size, and payment terms. Each response must clearly indicate the capability of the offeror to meet all specifications and requirements.
- 2) All CLIN's must include the product name, manufacturer's name, and manufacturer's business size. Note: In order to be considered for award, all products must be manufactured by a small business.
- 3) A completed copy of 52.212-3 and its ALT I (Attachment I). If the offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web Site, the offeror shall only complete paragraph (b) of this provision.
- 4) DFARS 252.209-7992 (Attachment II) Unpaid Delinquent Tax Liability Provision.
- 5) FAR 52.223-3 and DFARS 252.223-7001 (Attachment III) Hazardous Material Clauses to fill-in.

System for Award Management (SAM). Offerors must be registered in the SAM database to be considered for award. Registration is free and can be completed on-line at <http://www.sam.gov/>.

This announcement will close at **5:00pm HST on August 13, 2015**. Quotes must be received via email to jody.singchow@navy.mil by this date/time to be considered responsive. Questions shall be submitted to Jody Sing Chow via email only at jody.singchow@navy.mil by **5:00pm HST on August 5, 2015**. Oral communications are not acceptable in response to this notice. All responsible sources may submit a quote, which shall be considered by the agency. The submitter should confirm receipt of submissions.

Attachments:

- Attachment I – FAR 52.212-3 and its Alt I Offeror Representations and Certifications
- Attachment II – DFARS 252.209-7992 Unpaid Delinquent Tax Liability
- Attachment III – Hazardous Material Clauses to Fill In
- Attachment IV – Statement of Requirements

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