



DEPARTMENT OF THE AIR FORCE
UNITED STATES SPACE FORCE
SPACE BASE DELTA 1

19 April 2023

FROM: 21 CONS/PKA
SUBJECT: Solicitation
PROJECT TITLE: Building 1470 Air Handler Units Phase II Peterson Space Force Base, CO
SOLICITATION: FA2517-23-Q-0048

This is a solicitation for commercial items prepared in accordance with the format in FAR Subpart 13.1, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation.

The Request for Quotation (RFQ) number **FA2517-23-Q-0048** shall be used to reference any written quote provided under this RFQ.

The RFQ document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-02, effective 16 March 2022.

This procurement is a **100% small business set-aside**.

The North American Industrial Classification System (NAICS) code is 238220 – Plumbing, Heating and Air-Conditioning Contractors and the size standard is \$19,000,000.

The purpose of this solicitation is for the the repair of four (4) air handler units (AHUs) at Building 1470 on Peterson Space Force Base (PSFB) in accordance with (IAW) Attachment 1 – Statement of Work (SOW) Bldg 1470 AHUs Phase II. The CLIN details are below.

Table 1 – Contract Line Items					
CLIN	Line Item Description	Unit	Quantity	Unit Price	Total
0001	Demo fan assembly on 3 air handler units on the southside of building 1470 (1 unit located on each of 3 floors). Includes removal of blower wheel, fan shaft, bearings, motor, pulley, and belt. Installation of new blower wheel, fan shaft, bearings, motor, pulleys, and belt on all AHUs located on floors 1-3. Startup and verify proper operation of fan assembly on each AHU once completed. All IAW the SOW dated 27 March 2023.	Job	1		
0002	Demo fan assembly on 1 air handler units on the southside of building 1470 located on the 4th floor. Includes removal of blower wheel, fan shaft, bearings, motor, pulley, and belt. Installation of new blower wheel, fan shaft, bearings, motor,	Job	1		

	pulleys, and belt on the AHU. Startup and verify proper operation of fan assembly on the AHU once completed. All IAW the SOW dated 27 March 2023.				
Total:					

Please provide a priced offer and a technical narrative document for all work listed in Attachment 1 – SOW Bldg 1470 AHUs Phase II. The technical narrative document should describe the Contractor’s approach to the work to be performed, the Period of Performance, as well as include a parts break down. Simply restating language in the SOW is not acceptable. A site visit will be held on 26 April 2023 at 14:00 PM, at Bldg 1470, PSFB, CO.

The resulting award will be a Firm-Fixed Price contract to a single contractor.

Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items (March 2023) applies to this acquisition and the following addendum applies:

The following words stating “offer”, “offeror”, and “proposal” are replaced with “quotation”, “vendor”, and “quote”.

Paragraph (a) first sentence revised as follows: “The NAICS code and small business size standard for this acquisition appear above.”

Paragraph (c) first sentence revised as follows: “The vendor agrees to hold the prices in its quote firm for 90 calendar days from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.

All companies must be registered in the System for Award Management at <https://sam.gov/content/home> to be considered for award. The Government will not provide contract financing for this acquisition. Invoice instruction shall be provided at time of award.

Please provide the following information with your quote:

Company Name: _____
 DUNS Number: _____
 Cage Code: _____
 NAICS Code: _____
 Point of Contact: _____
 Address: _____
 Phone Number: _____
 Email Address: _____
 Payment Terms: _____

Attachment 2 Additional Applicable clauses and provisions filled in with offeror responses.

Quotes should not exceed five (5) pages. Attachment 2 will not be included in the count for the five (5) page limit on quotes.

Note: .zip files are not an acceptable format for the Air Force Network and will not go through our email system.

FAR 13.106-2(a), Evaluation of quotations, applies to this acquisition and the following evaluation is applicable:

1. The Government will award a contract resulting from this RFQ to the responsible vendor (IAW FAR 9.104-1) whose quote conforming to the RFQ will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

- (a) Factor 1: Total Price: Initially, the Government will arrange all quotes by price (from lowest to highest total price). The lowest priced quote will then be evaluated for technical acceptability. Price will be evaluated for fairness and reasonableness IAW FAR 13.106-3(a).
- (b) Factor 2: Technical Acceptability: Technical Acceptability will be based on the offeror providing a technical narrative document that demonstrates their ability to conform to the requirements of the SOW and proven experience as a mechanical contractor. Failure to comply with the SOW will result in a Technically Unacceptable rating. Failure to provide at least one, but no more than three, efforts (e.g. task order, purchase order, contract, etc.) as a mechanical contractor performing or managing by the offeror as either a prime contractor or subcontractor will result in a Technically Unacceptable. Quotes that receive a technically unacceptable rating will not be considered for award.

2. Award Process: First, the Government will evaluate all quotes for compliancy and then arrange the quotes by price (from lowest to highest total price). The lowest priced quote will be evaluated for Factor 2, Technical Acceptability on an acceptable/unacceptable basis. If the lowest priced quote is rated technically acceptable, the evaluation process stops and that offeror's quote will be evaluated for price fairness and reasonableness. If the lowest priced quote is not rated technically acceptable, the next lowest priced quote will be evaluated and the process will continue (in order of price) until an offeror is rated technically acceptable. Prior to award, the lowest priced technically acceptable quote will be evaluated for price fairness and reasonableness IAW FAR 13.106-3(a). If the price is determined to be fair and reasonable, the lowest priced responsible offeror, who is technically acceptable, will receive an award without further consideration of any other quotes.

3. A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful vendor within the time for acceptance specified in the quote, shall result in a binding contract only when signatures are obtained by both parties (Government and Vendor). Before the quote's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are discussions after its receipt, unless a written notice of withdrawal is received before award.

Discussions: The government intends to award a contract without discussions with respective vendors. The government however, reserves the right to conduct discussions if deemed in its best interest. The Government may conduct discussions with one, some, none or all Vendors at its discretion.

FAR Provision *52.212-3, Offeror Representations and Certifications – Commercial Products and Commercial Services Items (Dec 2022), with its Alternate I (Oct 14), applies to this acquisition. All vendors must be registered in System for Award Management at <https://sam.gov/content/home> at the time of Quote submittal.

FAR clause at 52.212-4, Contract Terms and Conditions -- Commercial Products and Commercial Services (Dec 2022), applies to this acquisition with the following Addendum: Paragraph (c) of this clause is tailored as follows: Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes, such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

Note: The vendor acknowledges that should the quote terms and conditions and/or agreement conflict with mandatory provisions of the Federal Acquisition Regulation (FAR) and other Federal law applicable to commercial acquisitions, to the extent of such conflict the FAR and Federal law govern and conflicting vendor terms and conditions and/or agreement are unenforceable and are not considered incorporated into any resultant contract.

FAR clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Products and Commercial Services (Mar 2023), additionally, the following FAR clauses cited in 52.212-5 are applicable:

(a) The Contractor *shall* comply with the following Federal *Acquisition* Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to *acquisitions of commercial products and commercial services*:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (2) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on *Contracting* with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract *Claim* (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805](#) note)).
- (b) The Contractor *shall* comply with the FAR clauses in this paragraph (b) that the *Contracting Officer* has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to *acquisitions of commercial products and commercial services*:
[*Contracting Officer check as appropriate.*]
- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101](#) note).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for *Debarment*. (Nov 2021) ([31 U.S.C. 6101](#) note).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- ___ (12) [52.219-4](#), Notice of Price Evaluation Preference for *HUBZone* Small Business Concerns (Oct 2022) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) ([15 U.S.C. 657a](#)).
- ___ (13) [Reserved]
- X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-6](#).
- ___ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-7](#).
- X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) *Alternate I* (Nov 2016) of [52.219-9](#).
- ___ (iii) *Alternate II* (Nov 2016) of [52.219-9](#).
- ___ (iv) *Alternate III* (Jun 2020) of [52.219-9](#).
- ___ (v) *Alternate IV* (Sep 2021) of [52.219-9](#).
- ___ (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- ___ (20) [52.219-16](#), Liquidated Damages--Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).
- X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mat 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

- ___ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) *Alternate I* (Feb 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) *Alternate I* (Jul 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) *Alternate I* (Jul 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (*May* 2022) (Executive Order 12989). (Not applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of *commercial products* or *commercial services* as prescribed in FAR [22.1803](#).)
- ___ (37)
- (i) [52.223-9](#), Estimate of Percentage of *Recovered Material* Content for EPA-Designated Items (*May* 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)
- ___ (ii) *Alternate I* (*May* 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)
- X (38) [52.223-11](#), *Ozone-Depleting Substances* and *High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40)
- (i) [52.223-13](#), *Acquisition* of EPEAT(r)-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) *Alternate I* (Oct 2015) of [52.223-13](#).
- ___ (41)
- (i) [52.223-14](#), *Acquisition* of EPEAT(r)-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) *Alternate I* (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming *Products* (*May* 2020) ([42 U.S.C. 8259b](#)).
- ___ (43)
- (i) [52.223-16](#), *Acquisition* of EPEAT(r)-Registered Personal Computer *Products* (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) *Alternate I* (Jun 2014) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ___ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552 a](#)).
- ___ (ii) *Alternate I* (Jan 2017) of [52.224-3](#).
- ___ (48)
- (i) [52.225-1](#), Buy American-*Supplies* (Oct 2022) ([41 U.S.C. chapter 83](#)).
- ___ (ii) *Alternate I* (Oct 2022) of [52.225-1](#).
- ___ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) *Alternate I* [Reserved].
- ___ (iii) *Alternate II* (Dec 2022) of [52.225-3](#).
- ___ (iv) *Alternate III* (Jan 2021) of [52.225-3](#).
- ___ (v) *Alternate IV* (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (Dec 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense* Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A, Part V, Subpart G Note](#)).

- ___ (53) [52.226-4](#), Notice of Disaster or *Emergency* Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or *Emergency* Area (Nov2007) (42 U.S.C. 5150).
- ___ (55) [52.229-12](#), Tax on Certain Foreign *Procurements* (Feb 2021).
- X (56) [52.232-29](#), Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ___ (57) [52.232-30](#), Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- X (58) [52.232-33](#), Payment by *Electronic Funds Transfer-System for Award Management* (Oct2018) (31 U.S.C. 3332).
- ___ (59) [52.232-34](#), Payment by *Electronic Funds Transfer-Other than System for Award Management* (Jul 2013) (31 U.S.C. 3332).
- ___ (60) [52.232-36](#), Payment by Third Party (*May* 2014) (31 U.S.C. 3332).
- X (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (62) [52.242-5](#), Payments to *Small Business Subcontractors* (Jan 2017) (15 U.S.C. 637(d)(13)).
- ___ (63)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631).
- ___ (ii) *Alternate I* (Apr 2003) of [52.247-64](#).
- ___ (iii) *Alternate II* (Nov 2021) of [52.247-64](#).
- (c) The Contractor *shall* comply with the FAR clauses in this paragraph (c), applicable to *commercial services*, that the *Contracting Officer* has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to *acquisitions* of *commercial products* and *commercial services*:
[*Contracting Officer check as appropriate.*]
- ___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and *Option* Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) (41 U.S.C. chapter 67).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) (41 U.S.C. chapter 67).
- ___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) *Comptroller General Examination of Record*. The Contractor *shall* comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the *simplified acquisition threshold*, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.
- (1) The Comptroller General of the *United States*, or an authorized representative of the Comptroller General, *shall* have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor *shall* make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated *shall* be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of *claims* arising under or relating to this contract *shall* be made available until such appeals, litigation, or *claims* are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for *commercial products* or commercial services. Unless otherwise indicated below, the extent of the flow down *shall* be as required by the clause-
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
 - (iv) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that *offer* further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor *must* include [52.219-8](#) in lower tier subcontracts that *offer* subcontracting opportunities.
 - (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
 - (vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
 - (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) *Alternate I* (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) (41 U.S.C. chapter 67).
 - (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) (41 U.S.C. chapter 67).
 - (xvi) [52.222-54](#), Employment Eligibility Verification (*May* 2022) (E.O. 12989).
 - (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xix)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) *Alternate I* (Jan 2017) of [52.224-3](#).
 - (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense* Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxii) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
 - (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor *may* include in its subcontracts for *commercial products* and *commercial services* a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

AFFARS 5352.201-9101 OMBUDSMAN (Oct 2019)

- a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

AFICC/OL-SPC Director or Deputy Director of Contracting

250 S Peterson Blvd, Peterson AFB, CO 80914
(P) 719-554-5300, (F) 719-554-5299
Workflow e-mail: afica.ks.wf@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

Additional applicable clauses and provisions can be found in Attachment 2.

All applicable representations and certifications shall be completed in SAM.gov. Failure to do so may result in quotes being considered as non-compliant.

A site visit will be held on **26 April 2023 at 2:00 P.M. Mountain Daylight Time, at Bldg 1470 Peterson Space Force Base, CO.**

Submit any questions regarding this RFQ to christin.figueroa@spaceforce.mil **no later than April 29, 2023 by 2:00 P.M. Mountain Daylight Time.**

Quotes are due **no later than May 3, 2023 by 1:00 P.M. Mountain Daylight Time** by emailing [the contracting officer, christin.figueroa@spaceforce.mil](mailto:christin.figueroa@spaceforce.mil).

CHRISTIN FIGUEROA
Contracting Officer

Attachments (3):

Attachment 1 – Statement of Work (SOW)

Attachment 2 - Additional Applicable Provisions and Clauses

Attachment 3 - Wage Determination