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Combined Synopsis/Solicitation

- (i) This is a combined synopsis/solicitation for the acquisition of commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this announcement. This announcement constitutes the only solicitation; a written solicitation will not be issued.
- (ii) Solicitation Number: FA8227-23-Q-2004
This solicitation is issued as a request for quotation (RFQ).
- (iii) This solicitation document and incorporated provisions and clauses are in effect through Federal Acquisition Circular 2023-05

(iv)

Contracting Officer's Business Size Selection	Small Business
NAICS Code	334519
Small Business Size Standard	600 employees

(v)

CLIN	Nomenclature	UI	QTY
0001	P/N: T2-9090-6302	EA	2
0002	P/N: 1162	EA	1

- (vi) Description of item(s) to be acquired:
The contractor shall provide requested products to 309th Maintenance Support Squadron located at Hill AFB, Utah. Please reference the attached document for detailed specifications.
- (vii) Period of Performance and place:
Delivery is to be completed within 30 days After Date of Contract (ADC). FOB Destination.
Place: 5832 H Ave BLDG. 843, Bay J Hill Air Force Base, Utah 84056
- (viii) The provision at [52.212-1](#), Instructions to Offerors (Mar 2023) -- Commercial, applies to this acquisition. Offers are due by **1200 MST, 13 October, 2023** via electronic mail to Buyers email
 - a. Provide Cage code when submitting Bid
- (ix) 52.212-2: Evaluation -- Commercial Items (Dec 2022)
 - (a) 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. The following factors shall be used to evaluate offers:

- (i) price;
- (ii) technical capability of the item offered to meet the Government requirement;

Based on the quote, the offerers need to meet the requirements on the product description found in the Solicitation.

(b) Evaluation is on Lowest Price Technically Acceptable (LPTA) basis. All offers will be evaluated on their proposed Total Price. The contract will be awarded to the company with lowest price, which also fully meets all specifications.. Only the lowest priced proposal will be evaluated for technical acceptability (to be based on the specifications). The next lowest offer will only be evaluated if the aforementioned offer is not found technically acceptable (and so on). Only one award will be made under this solicitation. Award will be conducted under the provisions of FAR Part 12, Commercial Items, and FAR 13, Simplified Acquisition Procedures. Submit only written offers; oral offers will not be accepted. All firms or individuals responding must be registered with the System for Award Management (SAM).

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(c) 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.

(x) Offerors shall include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications (Dec 2022) -- Commercial Items, with its offer.

(xi) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items (Dec 2022), applies to this acquisition.

(xii) FAR [52.212-5](#) Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2023), applies to this acquisition and any clauses that are check will by applicable to this acquisition

(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

___ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755

___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

___ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

___ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (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).

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__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

(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).

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- (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)

OTHER FAR CLAUSES AND PROVISIONS

52.204-7	System for Award Management (Jul 2013)
52.252-2	Clauses incorporated by reference
52.252-6	Authorized Deviations in clauses

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252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General
252.203-7005	Representation Relating to Compensation of Former DoD officials
252.204-7003	Control of Government Personnel Work Product
252.204-7004	DoD Antiterrorism Awareness Training for Contractors,
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support,
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation,
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—
	Representation,
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services,
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a
252.211-7003	Item Unique Identification and Valuation
252.232-7003	Electronic Submission of Payment request and Receiving reports
252.223-7008	Prohibition of Hexavalent Chromium,
252.232-7006	Wide Area WorkFlow Payment instructions
5352.201-9101	Ombudsman

(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, Ms. Melinda Schmidt, 6038 Aspen Ave, Bldg 1289 Upstairs, Hill AFB, UT 84056, Phone: (801) 777-6549, melinda.schmidt@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)

PLEASE DO THE RESEARCH ON THE CLAUSES ABOVE AND MAKE SURE THAT YOU ARE PUTTING IN THE RIGHT CLAUSES.

(xiii) Additional Contract Requirement or Terms and Conditions:
N/A

(xiv) Defense Priorities and Allocations System (DPAS):
N/A

(xv) Proposal Submission Information:

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All questions or comments must be sent to Lanette Todd by email at lanette.todd@us.af.mil NLT 1500 MST, 1 October, 2023. Offers are due by 1200 MST, 13 October 2023, via electronic mail to lanette.todd@us.af.mil.

(xvi) For additional information regarding the solicitation contact Hideo Mera hideo.mera.2@us.af.mil.

Notice to Offerors:

The Government intends to award a Firm Fixed Price contract for this requirement. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.