

REQUEST FOR QUOTATION



FEDERAL BUREAU OF INVESTIGATION

FINANCE DIVISION | PROCUREMENT SECTION

Request for Quotation



Please note, this is not an Order

Date: 02/10/2023
To: Interested Vendors
From: Federal Bureau of Investigation / Finance Division
Subject: Request for Quotation

Solicitation Number: **PR-0002082-LAB**

The Federal Bureau of Investigation (FBI), Procurement Section, is issuing this Request for Quotation (RFQ), to solicit interested vendors to enter into a Firm-Fixed-Price, Brand Name Only purchase of the below-listed products for the Laboratory Division (LD). This RFQ falls under FAR Part 12 and FAR Part 13 and is set aside for small businesses only.

NAICS: 423410 - Photographic Equipment and Supplies Merchant Wholesalers
Product Service Code: 6760 - Photographic Equipment and Accessories
Size Standard: 500

Contractors interested in competing for this effort may participate by submitting quotes in accordance with the procedures set forth in this RFQ. All quotes shall be firm-fixed-priced.

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1.0 GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial products prepared in accordance with the format in Federal Acquisition Regulations (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This solicitation is being issued as a Request for Quotation (RFQ). No partial quotes will be considered, and no partial awards will be made.

The resultant contract is intended to be awarded on a firm-fixed price basis. This RFQ document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2023-01. This requirement will be awarded on an all or none basis as a commercial purchase.

2.0 SUPPLIES OR SERVICES

2.1 TYPE OF CONTRACT

This contract will be structured as a Firm-Fixed-Price, **Brand Name Only** contract for one (1) year, to purchase the below listed products.

2.2 CONTRACT LINE-ITEM NUMBER (CLIN) STRUCTURE

The CLIN structure for this contract shall be as stated below.

Line No.	Description	Qty.	Unit	Total Price
0001	BenQ SW321C 32" HDR IPS Photo and Video Editing Monitor with ColorChecker Display Plus	14	EA	

3.0 SPECIFICATIONS

The FBI Laboratory has a requirement to purchase 14 of the BenQ SW321C 4K HDR monitors with ColorChecker display plus. Contractor shall be an authorized reseller of the above requested product. Certificate or authorization letter shall be submitted with quote. Proposals submitted without an Original Equipment Manufacturer (OEM) authorized reseller and service provider letter shall not be considered for award.

4.0 INVOICING REQUIREMENTS

All invoices shall be submitted through the electronic invoicing system, the Invoice Processing Platform (IPP). Contractor shall be registered in IPP. To learn more about IPP, please visit IPP.gov. **Only invoices for services rendered under this agreement may be submitted in IPP.**

All invoices are required to have a unique identifying non-duplicable number, and reflect the contract number, delivery order number, list of supplies, delivery date and contractor point of contact information (name, email, address, phone number, etc.).

It shall be the contractor's responsibility to include the information required by this agreement on each invoice. If an invoice does not contain the above information, the Government reserves the right to reject the invoice as IMPROPER and notify the vendor within seven (7) days after receipt of the invoice. Resubmission of a PROPER invoice will be required.

Any requirement for resubmission for payment or contractor questions regarding payment should be directed to the COR or Agency Point of Contact under the agreement. All follow-up invoices (i.e., revised, resubmitted) shall be marked as "REVISED".

5.0 SUBMISSION OF QUOTATIONS

Quotations/offers and any accompanying information shall be submitted via email to the attention of the contracting officer at albolton@fbi.gov, no later than **Thursday, February 16, 2023, at 05:00pm EST**. Quotations/offers sent via other means (i.e. via telephone call, facsimile transmission, etc.) will not be considered. Offerors are hereby notified that quotations received after the date, time, and location specified above will not be considered. Offers must be valid for 30 calendar days after submission.

6.0 QUOTATION REQUIREMENTS

- All quotes shall be firm-fixed-price.
- **Quote may be sent via your company's standard quotation form but shall include the following information: Quotation No., NACIS Code, UEI No., Point of Contact with email and telephone information.**
- Contractor shall provide evidence that they are an authorized reseller of the requested products (i.e., certificate, authorization letter). If documentation is not included with the quotation submission, the proposal shall be considered "unresponsive" and not considered for this requirement.
- All shipping associated with this contract shall be FOB Destination to:

Quantico, VA.

7.0 TERMS AND CONDITIONS

Incorporated by Reference:

- 52.202-1 Definitions
- 52.204-7 System for Award Management
- 52.204-13 System for Award Management Maintenance
- 52.204-16 Commercial and Government Entity Code Reporting
- 52.204-17 Ownership or Control of Offeror
- 52.204-22 Alternative Line-Item Proposal
- 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services
- 52.212-2 Evaluation—Commercial Products and Commercial Services
- 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services
- 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services
- 52.215-19 Notification of Ownership Changes
- 52.216-2 Economic Price Adjustment-Standard Supplies
- 52.217-6 Option for Increased Quantity
- 52.217-8 Option to Extend Services
- 52.217-9 Option to Extend the Term of the Contract
- 52.225-25 Prohibition with Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications
- 52.232-39 Unenforceability of Unauthorized Obligations
- 52.243-1 Changes - Fixed Price
- 52.246-2 Inspection of Supplies-Fixed-Price
- 52.246-16 Responsibility for Supplies
- 52.249-1 Termination for Convenience of Government (Fixed Price)
- 52.253-1 Computer Generated Forms

The full text of the referenced FAR clauses may be accessed electronically at <https://www.acquisition.gov/browse/index/far>

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JUL 2020)

(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 items:

(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 (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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(6) 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 items:

[Contracting Officer check as appropriate.]

— (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

— (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (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.)

— (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).

— (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (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)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

— (ii) Alternate I (MAR 2020) of 52.219-3.

— (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

— (ii) Alternate I (MAR 2020) of 52.219-4.

— (13) [Reserved]

— (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) of 52.219-6 (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 (MAR 2020) (15 U.S.C. 644).

— (ii) Alternate I (MAR 2020) of 52.219-7.

— (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

— (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (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 (JUN 2020) 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 (MAR 2020) (15 U.S.C. 637(a)(14)).

— (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

— (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

— (22)(i) 52.219-28, Post Award Small Business Program Representation (MAY 2020) (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 (MAR 2020) (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 (Mar2020) (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)).

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- (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.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 (JAN2020) (E.O.13126).
- X** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (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.
- (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (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 (JAN 2019) (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 (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 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.)
- (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®-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®-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®-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.
- X** (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- X** (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X** (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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— (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. 2302Note).

— (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (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 (JUN 2020).

— (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

— (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

— (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

X (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).

— (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 (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (APR 2003) of 52.247-64.S

— (iii) Alternate II (FEB 2006) 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 items:

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

— (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) (29 U.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 Under Executive Order 13658 (DEC 2015).

— (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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.

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(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 items. 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 (JUN 2020) (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 (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 (Aug2018) (41 U.S.C. chapter 67).
- (xiii)
- (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar2015) 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 (May2014) (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 (MAY2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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. 2302 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) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

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52.204-24 (AUG 2020) Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

As prescribed in 4.2105(a), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212–3, Offeror Representations and Certifications– Commercial Items.

(a) *Definitions.* As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional

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disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(End of provision)

FBI 52.218-1000 (PGD-07-12) Maintaining Contractor Performance During a Pandemic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency, we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service. Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option. Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency. Establish communication processes to notify employees of activation of this plan.

Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

Determine how all employees who may telework will communicate with one another and with management to accomplish work. Practice telework regularly to ensure effectiveness.

Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

Identify how time and attendance will be maintained. It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

FBI 52.247-5000 (FBI-0018) – Minimizing Acquisition Security Risks in Deliveries

As identified by the Contracting Officer in conjunction with the Office of Chief Information Office's Supply Chain Risk Management Unit, insert the following clause in accordance with FAR 47.305-11 –

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Minimizing Acquisition Security Risks in Deliveries (SEP 2020)

Contractors shall diligently count and examine all goods tendered for shipment, and receipt for them from foreign suppliers prior to shipment to the Federal Government. Orders issued by the awardee to foreign entity suppliers may NOT directly ship supplies to the Federal Bureau of Investigation. Final delivery of goods shall be completed from the awardee's domestic offices and supply centers to the FBI.

The contractor shall ensure that orders do not mention the words "Federal Bureau of Investigation" or the acronym "FBI" in any shipping instructions provided to the foreign entity supplier. The addressee shall be identified as "United States Government" or "United States Department of Justice" or, as directed by the Contracting Officer, an entity identifier with no reference to the Government.

These precautions with respect to shipping labels and addresses pertain to the delivery of supplies to a facility owned, leased, or controlled by the U.S. Government.

Contractors should price their offers to include and accommodate any costs generated by these shipping arrangements. Offerors should make full disclosure in their offers as to how they intend to implement the shipping and delivery supplies in accordance with restrictions cited above.

FBI 52.204-5002 (FBI-0004) DOJ Residency Requirement - Contract Security Requirements

DOJ Residency Requirement:

All contractor personnel employed within the United States, both United States citizens and non-United States citizens, are required to meet the following residency requirements:

For three of the five years immediately prior to applying for the specific contract position, the individual must have

- 1) resided in the United States;
- 2) worked for the United States overseas in a Federal or military capability; or
- 3) be a dependent of a Federal or military employee serving overseas. The requirement may be waived for short term contractor personnel (performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized and unique skills. These individuals must, however, be United States citizens or Permanent Resident Aliens.

FBI 52.204-5004 (FBI-0006) (U) Contractor Suitability Special Security Requirement (SSR)

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time prior to or during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for contract performance. Failure to replace the employee may result in a no cost termination by the government.

FBI 52.204-5007 (FBI-0010) Warrantless Search - Contract Security Requirements

All cleared personnel accessing information within FBI controlled space are required to execute an FBI Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces as a condition of working at FBI facilities. The FBI's Director implemented the Attorney General's policy subjecting employees to warrantless physical searches of their offices or immediate workplaces within DOJ premises when authorized by the Attorney General (AG) or the Deputy Attorney General (DAG) based upon a determination that information the Department deems credible indicates that the employee:

- 1) is, or may be, disclosing classified information in an unauthorized manner;
- 2) has incurred excessive indebtedness or has acquired a level of affluence that cannot be reasonably explained by other information;

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3) had the capability and opportunity to disclose classified information that is believed to have been lost or compromised to a foreign power or an agent of a foreign power; or
4) has repeatedly or significantly mishandled or improperly stored classified information. The search may extend to the entire office or workplace and anything within it that might hold classified information, including locked containers (such as briefcases) and electronic storage media (such as computer disk and handheld computers), whether owned by the government, by the employee, or by a third party. The search may be conducted by appropriate FBI personnel and/or law enforcement officers, on an announced or unannounced basis, during the workday or after hours. If discovered during a search, evidence of misconduct - whether related to storage or classified information, storage of sensitive but unclassified information, or a crime - will be collected and reported to appropriate authorities. Contractor personnel who will meet the above criteria will be required to sign Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces (attached) upon award and forward the executed form(s) to the assigned Contracting Officer's Representative designated in Section G of the solicitation if this is a formal solicitation or listed below. All forms will be retained by the FBI during the period the individual is providing services and two years after that individual's departure before final disposition is taken.

Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability – Solicitation (DEVIATION 2015-02) (March 2015)

(a) None of the funds made available by the Department's current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation –

1) convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an 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, or

2) 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 agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, *unless* an 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) By submitting a response to this solicitation, the offeror represents that, as of the date of this offer –

1) the offeror is *not* a corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,

2) the offeror is *not* a corporation that has any unpaid Federal or State 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.

Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse- Solicitation (DEVIATION 2015-02) (March 2015)

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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System for Award Management (SAM) Requirement

Ensure your firm is registered in System for Award Management (SAM.gov) - All vendors shall be registered in SAM, effective July 29, 2012, to receive government contracts. The FBI utilizes a financial system that has a direct interface with the SAM. If any current FBI vendor data conflicts with SAM Data, the information contained in SAM may override our current information. Please ensure that your company's SAM information is updated and accurate. This includes: TIN, EFT, UEI, addresses, and contact information. The EFT banking information on file in SAM will be what the FBI uses to process payment to your organization. If the contractor does not maintain an active registration in SAM, payments will be held until registration is reactivated. The FBI is not responsible for prompt payment penalties or delays in payment processing due to inaccurate or outdated information in SAM.

8.0 EVALUATION METHODOLOGY

All Quotes will be evaluated price first, and then technical. The Quoter with the Lowest Price will then be evaluated for Technical, and if Technically Acceptable, will be the awardee. If that Quoter is not Technically Acceptable, then the Quoter with the second lowest Quote will be evaluated for Technical, and if Technically Acceptable, will be the awardee. The process will continue until there is an awardee. Once an award is made, subsequent higher priced quotes will not be evaluated.

9.0 EVALUATION FACTORS

Award shall be made to the offeror whose quotation, conforming to this solicitation, is determined to be Responsible, Lowest Price Technically Acceptable. The award will be based on the firm-fixed-price quote with NET30 payment terms. Any requested documentation not included with the original submission shall disqualify the quote from further consideration.

By submitting a quote to this RFQ, you agree to all terms and conditions listed in this RFQ. All RFQ terms and conditions trump any information listed on the vendors quote. All invoices will be submitted through the electronic invoicing system, the Invoice Processing Platform (IPP). To learn more about IPP, please visit IPP.gov.

10.0 POINTS OF CONTACT

Adelle Bolton, Division Contracting Officer
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Finance & Facilities Division, Procurement Section
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