

July 27, 2023

MEMORANDUM FOR ALL PROSPECTIVE OFFERORS

FROM: Monica D. Walker
Arkansas Army National Guard
Camp Robinson
North Little Rock AR 72199

SUBJECT: This is a Brand Name or Equal Request for Quote for Band Instruments for the Camp Joseph T. Robinson 106th Army Band. Equal shall meet or exceed the Band Instruments listed on the attached Band Instrument List 2023.

1. The Arkansas Army National, located at Camp Joseph T. Robinson, North Little Rock, AR may or may not establish a Firm Fixed Price contract for the delivery of the Band Instruments listed. However, award is not guaranteed. Model Numbers are provided on the attached Band Instrument List 2023.

Delivery is FOB Destination to:
Camp J.T. Robinson
USPFO Warehouse
Attn: MSG John A. Mooney or SFC Lauren M. Russell
Bldg. 318 Missouri Ave
North Little Rock, AR 72199-3600

2. General Information:

Notice Type:	Combined Synopsis/Solicitation
Solicitation Number:	Purchase Request 0011984624
Title:	106 th Army Band Instruments
Posted Date:	27 July 2023
Solicitation Response Date:	02 August 2023, 1:00 PM CT
Estimated Award Date:	To Be Determined
Delivery is requested:	30 days ARO (after receipt of order)
Set Aside:	Total Small Business Set-Aside
NAICS Code:	339992 Manufactured Musical Instruments: 1,000 employees
Point of Contact:	Monica D. Walker, Contract Specialist Arkansas Army National Guard monica.d.walker.civ@army.mil

3. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (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. Additionally, the Government will utilize simplified procedures in accordance with FAR Part 13. This solicitation is 100% set aside for small business IAW FAR 19.502-2(a). The North American Industry Classification System (NAICS) code is 339992 and the size standard is 1,000 employees.

4. This combined synopsis/solicitation is issued as a Request for Quote (RFQ) with solicitation number 0011984624.

5. This solicitation document, incorporated provisions and clauses are those in effect through 01 March 2023.

6. Contractor Responsibility: The Contractor shall provide all items necessary--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the required items.

7. Products offered will be subject to the requirements of FAR 52.225-1 Buy American-Supplies and FAR 52.225-2 Buy American Certificate

52.225-1 -- Buy American-Supplies (NOV 2021)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products .

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—

(1) For components purchased by the Contractor , the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both -

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both , an end product manufactured in the United States , if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product . The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components ".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States.

Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) [41 U.S.C. chapter 83](#), Buy American, provides a preference for domestic end products for supplies acquired for use in the United States . In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see [12.505\(a\)\(1\)](#)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both , the domestic content test is applied only to the iron and steel content of the end product , excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

BUY AMERICAN CERTIFICATE (FEB 2021)

(a) (1) The Offeror certifies that each end product , except those listed in paragraph (b) of this provision, is a domestic end product .

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products .

(3) The terms "domestic end product ," "end product ," and "foreign end product " are defined in the clause of this solicitation entitled "Buy American-Supplies ."

(b) Foreign End Products :

Line Item No.

Country of Origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of [part 25](#) of the Federal Acquisition Regulation.

(End of provision)

8. Equal products offered will be subject to the requirements of FAR 52.211-6

52.211-6 -- Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

9. The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference: FAR 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition; FAR 52.212-3, Offeror Representations and Certifications - Commercial Items - the selected offeror must submit a completed copy of the listed representations and certifications; FAR 52.212-4, Contract Terms and Conditions - Commercial Items; FAR 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders- Commercial Items, paragraph (a) and the following clauses in paragraph (b): 52.203-13, 52.204-10, 52.204-27, 52.219-6, 52.219-14, 52.219-28, 52.222-3, 52.222-19, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-50, 52.223-18, 52.225-1, 52.225-13, 52.232-33, 52.232-34. 1. The full text of the referenced FAR clauses may be accessed electronically at <https://www.acquisition.gov/far/>.

10. The provision at FAR 52.212-1, Instructions to Offerors - Commercial Items (NOV 2021) and the addendum, applies to this acquisition.

Addendum to FAR 52.212-1, Instructions to Offerors – Commercial Items (NOV 2021)
Request for Quotation (RFQ) shall contain the following information: RFQ NUMBER; TIME SPECIFIED FOR RECEIPT OF OFFERS; COMPANY NAME; POINT OF CONTACT NAME TITLE AND TELEPHONE NUMBER; COMPANY ADDRESS; COMPANY TELEPHONE NUMBER; CAGE CODE; UNIQUE ENTITY IDENTIFIER NUMBER; TERMS OF THE EXPRESSED WARRANTY; ANY DISCOUNT TERMS AND ACKNOWLEDGEMENT OF ALL SOLICITATION AMENDMENTS (if applicable).

Offeror shall complete, and include with its submission, the following:

For products offered, descriptive literature that adequately illustrates the proposed items
Registered in System for Award Management (SAM) IAW FAR 52.212-3

Addendum to FAR 52.212-1(c), Period for Acceptance of Offers. The paragraph is tailored as follows: “The Offeror agrees to hold the prices in its offer firm for **30 calendar days** from the date specified for receipt of offers.”

11. The provision at FAR 52.212-2, Evaluation - Commercial Items (NOV 2021), and the addendum, applies to this acquisition.

Addendum to FAR 52.212-2, Evaluation – Commercial Items (NOV 2021)

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. Award shall be based on all or none and best value to the government. The Government may award without discussions; however, the Government reserves the right to conduct discussions if deemed in the Government’s best interest.

12. Offerors must have completed the provision at FAR 52.212-3, Offeror Representations and Certifications -- Commercial Items (NOV 2021), electronically at <http://www.sam.gov> within the year to be considered for award.

13. Vendors must be actively registered in the **System for Award Management (SAM)**; the website is <https://www.sam.gov/portal/public/SAM/> . Contact SAM at US Calls: 866-606-8220, International Calls: 1-334-206-7828.

14. Offerors shall submit quotes by no later than 1:00 PM CT, Wednesday, 02 August 2022 to monica.d.walker.civ@army.mil.

15. If there are any questions on this combined synopsis/solicitation, please email monica.d.walker.civ@army.mil by no later than 1:00 PM CT on Monday, 31 July 2023. No questions will be answered telephonically.