

REQUEST FOR QUOTATION



**FEDERAL BUREAU OF
INVESTIGATION**



FINANCE DIVISION | PROCUREMENT SECTION

Request for Quotation
Please note, this is not an Order

Date: March 21, 2023
To: Interested Vendors
From: Federal Bureau of Investigation / Finance Division
Subject: Request for Quotation - Brand Name Only Hardware Items

Solicitation Number: RFQ0000476

The Federal Bureau of Investigation (FBI) Procurement Section is issuing this Request for Quotation (RFQ) for the purpose of establishing a one-time, firm fixed price, purchase order to acquire Brand Name Only Hardware Items.

NAICS: 334516, Analytical Laboratory Instrument Manufacturing
Size Standard: 1,000 employees

FOB Destination Shipping and Delivery within 45 days or less after receipt of purchase order. 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.

Quotes shall be valid for at least 90 days after the closing date of the solicitation.

Quotes Must Be Submitted No Later Than: March 26th, 2023 @ 12:00am CST

Quotations/offers sent via other means (i.e. via telephone call, facsimile transmission, etc.) will not be considered.

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1.0 General Description

This is a combined synopsis/solicitation for commercial items 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. Interested parties are responsible for monitoring this site to ensure they have the most up to date information about this acquisition. No partial quotes will be considered. No partial awards will be made.

The North American Industry Classification System NAICS: 334516, Analytical Laboratory Instrument Manufacturing. The resultant contract is intended to be awarded as a one-time, firm-fixed price, single award, purchase order. This solicitation 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 item under the procedures at FAR Parts 12 and 13. This RFQ is being conducted as a total set-aside for small business concerns. Only quotes submitted by small business concerns will be accepted by the Government. Any quote that is submitted by a contractor that is not a small business concern will not be considered for award.

2.0 Supplies or Services

The FBI requests pricing for the Markes Thermal Desorber (TD) unit Brand Name Only Hardware Items listed below. Shipping cost (within CONUS) is to be included in vendor's pricing.

The requirements are for the relocation and installation of an existing Markes International, Inc. TD unit onto a new instrument. A preventative maintenance contract is also required to get the unit up and running and ensure it functions correctly when hooked up to the new instrument. Onsite training and familiarization will also be required to ensure the chemists are operating the unit correctly and effectively. Additional parts for the TD unit including a chemical weapons focusing trap (for UNITY-xr), ULTRA-xr 100 tube autosampler with automated outlet recollection, and empty, inert coated tubes are also required for operation of the unit.

BRAND NAME ONLY for the items listed below:

The purpose of this acquisition is to purchase maintenance, reinstall of equipment, training and additional components required for the Markes thermal desorber unit.

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Model #

U-Ultra-XR (QTY 1)

U-T10CW-2S (QTY 1)

CO-CXXX-0000 (QTY 1)

INC-INSTL-TD (QTY 1)

INC-Train (QTY 1)

INC-PM-TD 1 (QTY 1)

INC-ZONW1 (QTY 1)

MTS-32 (QTY 1)

MTS-5009 (QTY 1)

MTS-5010 (QTY 1)

2.1 Shipping & Delivery Requirements

All deliveries under this order shall be FOB destination to the following location:

FBI

Attn: Brandon Sims

4940 Fowler Road,

Redstone Arsenal AL, 35898

3.0 Quotation Requirements

- New products only shall be accepted for this procurement. No grey market products shall be accepted.
- All quotes shall be firm fixed price.
- If vendor is not the OEM, vendor must provide evidence that they are authorized resellers of the requested equipment (i.e. certificate, authorization letter). **If documentation is not included in submitted bid, quote shall be considered “unresponsive”.**
- Offers shall be valid for **90** calendar days from closing of posting.

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- Delivery must be made within **45** days or less after Receipt of Order (ARO).
- **Quote may be sent via your company's standard quotation form but shall include the following information: Company Name, Tax ID#, DUNS #, Point of Contact with email and telephone information, pricing and product description for each line item listed above**

4.0 Process Schedule

4.1 Submission of Questions

Interested offerors must submit any questions concerning the solicitation at the earliest time possible to enable the Buyer to respond. Questions may be submitted to the attention of Matthew Fling at mfling@fbi.gov, no later than Wednesday, March 22nd at 3:00 pm CST.

4.2 Submission of Quotations

Quotations/offers and any accompanying information shall be submitted via email to the attention of Matthew Fling, Contract Specialist, at mfling@fbi.gov, no later than Sunday, March 26th at 12:00am CST. Quotations/offers sent via other means (i.e. via telephone call, facsimile transmission, etc.) will not be considered. Offers must be valid for 90 calendar days after submission.

5.0 Provisions and Clauses

The selected offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference:

FAR 52.202-1 Definitions

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government

FAR 52.203-17 Contract Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

FAR 52.204-7 System for Award Management

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

FAR 52.204-13 System for Award Management Maintenance

FAR 52.204-16 Commercial and Government Entity Code Reporting

FAR 52.204-17 Ownership or Control of Offeror

FAR 52.204-18 Commercial and Government Entity Code Maintenance

FAR 52.204-19 Incorporation by Reference of Representations and Certifications

FAR 52.204-22 Alternative Line-Item Proposal

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FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation
FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
FAR 52.212-1 Instruction to Offerors-Commercial Items
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 52.216-2 Economic Price Adjustment-Standard Supplies
FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns
FAR 52.219-13 Notice of Set-Aside Orders
FAR 52.225-13 Restrictions on Certain Foreign Purchases
FAR 52.232-39 Unenforceability of Unauthorized Obligations
FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management
FAR 52.233-4 Applicable Law for Breach of Contract Claim
FAR 52.243-1 Changes – Fixed Price
FAR 52.244-6 Subcontracts for Commercial Items
FAR 52.246-2 Inspection of Supplies-Fixed-Price
FAR 52.246-16 Responsibility for Supplies
FAR 52.249-1 Termination for Convenience of Government (Fixed Price)
FAR 52.253-1 Computer Generated Forms

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

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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 2019) (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).

(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) (41U.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.

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- ___ (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)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).
- X** (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

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- 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).

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- (ii) Alternate I (JUN 2014) of 52.223-16.
- (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) 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.
- (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (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).
- (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. 2302 Note).
- (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).
- (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)).

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__ (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.

__ (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

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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 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).

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(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)

FAR Provision 52.204-24 (AUG 2020) required under FAR Case 2019-009 (FAC 2020-008)

52.204-24 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)

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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

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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 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

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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.

(End of provision)

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DJAR-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 out-side usual or customary duties.

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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. (End of Clause)

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 (twenty-four) 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 (twenty-four) 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.

FBI-0001 – Small Business Accelerated Payment

THE CONTRACTOR MUST INDICATE HIS BUSINESS SIZE ON EACH INVOICE TO ASSIST THE PAYMENT OFFICE IN DETERMINING ELIGIBILITY FOR ACCELERATED PAYMENT IN ACCORDANCE WITH OMB MEMO M-11-32,

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'ACCELERATING PAYMENTS TO SMALL BUSINESSES FOR GOODS AND SERVICES', DATED 10/14/2011. THE PROMPT PAYMENT ACT STILL APPLIES TO THIS ACTION; HOWEVER, THE AGENCY WILL MAKE BEST EFFORTS TO PAY PROPER INVOICES WITHIN 15 DAYS.

6.0 System for Award Management (SAM) Requirement

Please ensure your firm is registered in System for Award Management (SAM) - All vendors must 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, DUNS, addresses and contact information.

7.0 Requirements for Procurement of Critical Assets

Every effort must be made to ensure that supplies are provided and integrated and services are performed using sound security components, practices, and procedures. Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained, or modified by concerns under FOCI (any or all of which shall be referred to herein as "Use of FOCI source") is of serious concern and must be approved prior to contract award. Approval decisions will be made on a case by case basis after the source or technology has been identified by the Offeror and subjected to a risk assessment. The risk assessment process will vary depending on the acquisition type and proposed use of a FOCI source, available risk mitigation measures, and the information/justification provided by the Offeror.

Any Offeror responding to this Request for Proposal (RFP), Request for Quotation (RFQ), or Sealed Bid acknowledges the Government's requirements to secure services or equipment from firms which are not under Foreign Ownership, Control, or Influence (FOCI), or where any FOCI, in the opinion of the Government, adversely impacts on National Security or security requirements. The Offeror understands and agrees that the Government retains the right to reject any response to this RFP, RFQ, or Sealed Bid made by the Offeror, without any further recourse by or explanation to the Offeror, if the FOCI for that Offeror is determined by the Government to be an unacceptable security risk.

Risk assessments will be on a case by case basis and will be used to determine whether the use of a FOCI source poses an unacceptable security risk. If an unacceptable security risk

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is determined, the Government retains the right to reject the use of a FOCI source or to require that certain risk mitigation measures be taken by the Offeror. Similarly, the Government retains the unilateral right to approve the use of a FOCI source when the risk assessment indicates that such use would be in the Governments' best interests. If the use of a FOCI source is not approved, no classified information will be disclosed to the Offeror as part of the Government's rationale for non-approval. The Offeror (prime and subs) may not seek reimbursement from the Government for any costs associated with responding to this RFP, RFQ or Sealed Bid, as a result of a FOCI non approval decision.

8.0 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. By submitting a quote to this RFQ, you agree to all terms and conditions listed herein. All terms and conditions listed in this RFQ trump any information listed on the vendors quote. Any requested documentation not included with the original submission shall disqualify the quote from further consideration.

9.0 Invoice and Payment

The Federal Bureau of Investigation (FBI) requires vendors to submit invoices and supporting documentation electronically through the Invoice Processing Platform (IPP).

IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service (Treasury) in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency. To learn more about IPP, please visit IPP.gov.

The following sections provide important information regarding FBI's electronic invoicing requirements.

Invoice Submission

Vendors are required to create and submit electronic invoices using the IPP system. Invoices submitted by email will not be accepted. This requirement applies immediately upon contract award.

Never submit an invoice to both IPP and Central Invoicing.

Obtaining IPP Access

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If your company has already enrolled in IPP:

You will not be required to re-register. Please contact your company's IPP account administrator so that he/she may add you as an additional user to your company's IPP Collector account.

If your company has NOT enrolled in IPP:

Your company will be auto enrolled for IPP using information from your SAM.gov account. **Your company's Primary Electronic Business Point of Contact (POC) will be designated as an IPP administrator.** This POC will be contacted by email to register when the FBI initiates the enrollment process through IPP. To prevent enrollment delays, please ensure your designated Electronic Business POC in SAM.gov is up to date.

Your company's IPP administrator will be responsible for initial account registration as well as creating and managing your company's IPP users and permissions. Please note that due to U.S. Department of the Treasury guidelines, IPP cannot set up User IDs using a shared email address.

How to register for IPP:

1. Once FBI initiates the enrollment process, your company's designated Electronic Business POC in SAM.gov will receive two emails from IPP Customer Support (ipp.noreply@mail.eroctwai.gov):
 - The first email contains the initial administrative IPP User ID
 - The second email, sent within 24 hours of receipt of the first email, contains a temporary password
 - You must log in with the temporary password within 30 days
2. Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided and accepts the IPP rules of behavior. Additional user accounts, including administrators, can be created after initial login.

Training

Vendor training materials, including a first-time login tutorial, are available on the IPP.gov website.

Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities ranging from creating and submitting an invoice to setting up email notifications.

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Live webinars are held monthly and provide a great opportunity to learn the basics of the system. See IPP.gov for more details.

Additional Support

IPP Customer Support Team is available Monday through Friday from 8:00 am to 6:00 pm EST

- Phone: (866) 973-3131
- Email: IPPCustomerSupport@fiscal.treasury.gov
- For answers to frequently asked questions, visit the [Vendor FAQ](#) page on the IPP.gov web site.

For general questions related to the FBI's transition to IPP, please send an email to IPP@fbi.gov.

For contract-specific questions, please contact the designated contracting officer for your contract.

10.0 Government Representatives

10.1 Contracting Officer

The CO is the appointed authority to bind the Government to the extent of the authority delegated. Direction that will modify the scope, schedule, terms and conditions, funding, or any other action that may modify the agreement as originally entered into with the Government must be given only by the CO.

This contract will be administered by:

Name: Matthew Fling

Title: Contract Specialist

Email: mfling@fbi.gov

11.0 Attachments

Justification for Exception to Fair Opportunity