

# **U.S. Citizenship and Immigration Services (USCIS)**

## **PXXX Service Center (PSC)**



## **Black Toner Cartridges For The PSC**

**Request for Quote: 70SBUR21Q00000046**

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>Submission of a quote constitutes affirmation of your ability to deliver to the required location as well as meet the delivery schedule.</p> <p>This delivery order is subject to the terms and conditions of the awardees FSSI OS4 specific contract.</p> <hr/> <p>Part Number: 56F000G   OR EQUAL In Accordance With FAR Provision 52.211-6 Brand Name Or Equal (AUG 1999)</p> <p>Manufacturer: Lexmark</p> <p>Description: Government Lexmark MS321, MS421, MS521, MS621, MS622, MX421, MX521, MX622, Black Toner Cartridge (Yield 6000)</p> <p>Quantity Ordered: 350 EA</p> <p>Delivery: Within 15 Days After Receipt Of Order (ARO)</p> <p>Firm Fixed Price Line Item</p>	350	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c. DATE    32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER    34. VOUCHER NUMBER    35. AMOUNT VERIFIED CORRECT FOR    36. PAYMENT    37. CHECK NUMBER  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. SIR ACCOUNT NUMBER    39. SIR VOUCHER NUMBER    40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (Print)  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (Location)  
 42c. DATE RECD (YYMMDD)    42d. TOTAL CONTAINERS

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**RFQ – 70SBUR21Q0000046**

**GSA eBuy Description**

DHS/USCIS provides FSSI Office Supply IV IDIQ Schedule Holders, SIN 3399400S4 with Request for Quotation – 70SBUR21Q0000046 with the intent to make one award. Please provide pricing for CLIN 0001 to be considered for award. Award will be based on the lowest-price technically acceptable [LPTA] quote that is an exact match to the requested product. Submission of a quote constitutes affirmation of your ability to deliver to the required location. Only quotes submitted via GSA eBuy will be considered for award. This delivery order is subject to the terms and conditions of your FSSI Office Supply IV IDIQ specific contract.

CLIN 0001- Subject to FAR 52.211-6 Brand Name or Equal (Aug 1999) Provision

See RFQ - 70SBUR21Q0000046 attached below for more information.

**\*PLEASE REVIEW THE FULL RFQ PRIOR TO SUBMITTING QUOTE\***

This delivery order provides only Firm Fixed Price line items.

All items shall be delivered within fifteen (15) calendar days after receipt of order.

Delivery Location:

XXXX

Offerors quote must contain pricing for all line items. Only items listed will be considered for award. If additional items are included within a quote, they will not be considered.

Please note, offerors quotes shall include a completed copy of FAR Provision **52.204-24** with its quote. If this is not included within the quote, the quote will not be considered complete.

Please note that item(s) must be included in your FSSI Office Supply IV price list and it is highly encouraged that price list is attached with your quote as evidence.

Submit questions to [XXX@uscis.dhs.gov](mailto:XXX@uscis.dhs.gov). The deadline for questions is 9:00AM ET January 4<sup>th</sup>, 2021. Submit a

quotation via the GSA eBuy system no later than 9:00AM ET January 6<sup>th</sup> 2021.

Late quotations will not be accepted.

Pricing shall be submitted using the CLIN structure within the GSA eBuy system.

The attachments shown below will be incorporated into the subsequent award.

PART II – Attachment A – Additional Terms & Conditions

PART II – Attachment B – Security Requirements – Security Requirement 3

PART III – Attachment C – Performance Work Statement (PWS)

If a quote utilizes open market pricing, it must be marked as open market. Open Market items will not be accepted for award. Items must be on vendor's schedule contract.

## **PART II – ATTACHMENT A – ADDITIONAL TERMS & CONDITIONS**

**All applicable Federal Strategic Sourcing Initiative (FSSI) Office Supply IV (OS4) contract clauses and terms and conditions are applicable to the resultant delivery order.**

**Additionally, the following shall also apply.**

### **FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (IBR) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acquisition.gov/far>.

(End of clause)

### **FAR CLAUSES IBR:**

#### **FAR 52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (OCT 2018)**

#### **FAR 52.225-1 BUY AMERICAN- SUPPLIES (MAY 2014)**

#### **FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)**

(End of IBR)

### **FAR CLAUSES IN FULL TEXT:**

#### **FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (AUG 2020)**

(a) Definitions. As used in this clause—

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included in the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Interconnection arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

“Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or

packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at XXX@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)  
(DEVIATION APR 2020)**

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**HSAR CLAUSES INCORPORATED IN FULL TEXT:**

**HSAR 3052.222-72 COMBATING RACE AND SEX STEREOTYPING (DEVIATION 2021-01) (NOV 2020)** Insert this clause in solicitations and contracts when a contract is contemplated that will include the clause 52.222-26, *Equal Opportunity* or its Alternate I.

(a) *Definition.* As used in this clause

*Race or sex stereotyping* means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

*Race or sex scapegoating* means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

(b) *Exemptions.* The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) *Compliance with E.O. 13950 Combating Race and Sex Stereotyping.* Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) *Notice.* The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

## NOTICE

### **E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts**

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

For use in this notice—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice

(End of notice)

(e) *Noncompliance.* In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor. (2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of Clause)

**USCIS LOCAL INSTRUCTIONS INCORPORATED IN FULL TEXT:**

**INVOICING INSTRUCTIONS - [ADDENDUM TO BLOCK 18a OF THE SF 1449]**

In accordance with FAR 52.212-4(g)(1), invoices shall be submitted either by email or mail as instructed below in (a) or (b).

- (a) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically using the "To" line in the e-mail address to [XXX@ice.dhs.gov](mailto:XXX@ice.dhs.gov) with each email conforming to a size limit of 500KB.
- (b) If a paper invoice is submitted, mail the invoice to:  
XXX
- (c) Direct payment inquiries to ICE Financial Operations, XXX

**RE- MANUFACTURED, RE-CONDITIONED OR RE-FURBISHED TONER:**

The contractor shall be responsible to refund the cost of the item(s) and the cost for repair and/or reimbursement of the charges necessary to repair any abnormal wear, damage, deterioration to USCIS equipment that may occur within the year of normal product use.

**RECYCLING CAPABILITY:**

Contractor shall have the ability to accept returns and process recycling of products in accordance with the EPA Green Purchasing Program Recommendation(s): <http://www.epa.gov/epawaste/conserve/tools/cpg/products/toner.htm>

**WARRANTY:**

In addition to FAR 52.212-4, The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government.

Acceptance of the standard commercial warranty does not waive the Government's rights under the Inspection clause, nor does it limit the Government's rights with regard to the other terms and conditions of this contract.

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The Contractor shall provide a copy of its standard commercial warranty with its quotation. All vendor warranties pertaining to the items or services identified on this order are incorporated as a part of this order.

(End of Instruction)



**PART II -ATTACHMENT B -SECURITY REQUIREMENTS | SECURITY REQUIREMENT 3**

**U.S. Citizenship and Immigration Services  
Office of Security and Integrity – Personnel Security Division**

**SECURITY REQUIREMENTS****GENERAL**

The Contractor will observe all internal building security regulations that apply to any and all buildings concerning this contract. The Contractor will only enter the facility or building with continuous escort service during their work hours and they will depart the facility or building after work hours. When entering and departing the facility or building each contractor must sign in and out as required at the site.

**EMPLOYMENT OF ILLEGAL ALIENS**

Subject to existing law, regulations and other provisions of this contract, the Contractor shall not employ illegal or undocumented aliens to work on, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

Page 1 of 1 Security Requirement 3 (Rev. 8/20)

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Department of Homeland Security (DHS)  
United States Citizenship and Immigration Services (USCIS)  
PXXX Service Center (PSC)

**PART III – ATTACHMENT C – PERFORMANCE WORK STATEMENT****1. BACKGROUND:**

The DHS, USCIS, PSC, located in Arlington, VA supports the USCIS mission by providing accurate and useful information to our customer, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system.

To support this mission, the PSC has a requirement for black Lexmark toner MS321 to replenish warehouse stock. Shortage would have a significant impact to the mission of the PSC.

**2. REQUIREMENTS:****CLIN 0001 –**Part Number: **56F000G OR EQUAL – IAW FAR PROVISION 52.211-6**

Manufacturer: Lexmark

Description: Lexmark MS 321, MS421, MS521, MS621, MS622, MX421, MX521, MX622 Black Toner Cartridge (Yield 6000).

Quantity Ordered: 350 EA

Delivery: Within Fifteen (15) Days After Receipt of Order (ARO)

**3. DELIVERY LOCATION:**

XXXX

[XXX@uscis.dhs.gov](mailto:XXX@uscis.dhs.gov) | (703)**4. DELIVERY REQUIREMENTS:**

All items shall be delivered on a Wednesday. All deliveries shall be within the hours of 7:00am ET – 11:00am ET or 2:00pm

ET – 4:00pm ET. Deliveries that do not fall within these hours will not be accepted by the PSC warehouse personnel. Please call XXX upon arrival in orders to PSC personnel to come down and accept the order.

The toner should be delivered on pallets no wider than 36”x 46” to allow clear access through the PSC’s narrow door openings.

Partial shipment of an order is not acceptable. All items must be delivered in one (1) shipment. A full shipment is the delivery of the full quantities ordered listed under CLIN 0001.

Dock-to-dock delivery included.

The contractor provided delivery person must unload the delivery from the delivery vehicle onto the dock upon arrival. For safety reasons, PSC personnel are not permitted to unload or go into the delivery vehicle.

Once the order is ready to ship, the contractor shall call and/or email the TPOC to schedule delivery date and time to assure staff availability at the receiving warehouse and provide tracking information of shipment.

The tracking information shall consist of:

- Carrier Name and phone number

Deliveries shall be made FOB destination to the delivery location as shown above.

If a delivery falls on a Federal holiday, the delivery shall be delivered the following Wednesday within the month.

## **PART IV – SOLICITATION PROVISIONS, INSTRUCTIONS & EVALUATION**

### **FAR 52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR & HSAR CLAUSES: <http://farsite.hill.af.mil/>

(End of provision)

### **FAR PROVISION INCORPORATED BY REFERENCE:**

#### **FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUNE 2020)**

(End of IBR)

### **FAR PROVISION INCORPORATED IN FULL TEXT:**

#### **FAR 52.204–24 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 this prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that is provided 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 be made visible 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](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. If 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  does,  does not use covered telecommunications equipment or services, or use any equipment, service, 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 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; OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);
    - (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 being provided (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 an 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)

#### **FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as “brand name or equal,” the purchased 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 modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(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)

#### **ADDENDUM TO FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUNE 2020)**

This RFQ does not constitute a commitment on behalf of the Government. There will be no reimbursement for any costs associated with your quote.

#### **Quote Submission:**

Submit one (1) original electronic version of the quote via GSA eBuy by the date and time specified within the online posting.

Quotes must contain pricing for all line items. Only items listed will be considered for award. If additional items are included within a quote, they will not be considered.

Quotes must be received by 9:00AM Eastern Time, January 6<sup>th</sup>, 2021.

Late quotations will not be accepted.

Pricing shall be submitted using the CLIN structure within the GSA eBuy system.

Quoters must provide a quote that addresses all requirements outlined in the performance work statement.

Quoters are encouraged to provide their GSA Contract Pricing Schedule to verify that the items requested are under their parent contract.

**Quotes shall include a completed copy of FAR Provision 52.204-24 with its quote.**

Quotes that do not conform to the requirements of these instructions may be rejected at the Contracting Officer's discretion.

If a quote utilizes open market pricing, it must be marked as open market IAW FAR 8.402. Open market items will not be accepted for award. Items must be on vendor's schedule contract.

(End of Addendum)

#### **FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

- (a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers in relative order of importance:
1. Price
  2. Technical Acceptance
- (b) *Options.* If Options apply; the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

#### **ADDENDUM TO FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

- (1) The Government intends to award a single award delivery order with firm-fixed price line items resulting from this solicitation to the responsible quoter whose quote is determined to be technically acceptable and has the lowest evaluated price. Quotes will be evaluated in accordance with FAR Part 15.101-2, Lowest Price Technically Acceptable. The Government may reject any or all quotes if such action is in the Government's interest. A quote is technically acceptable if it is fully compliant with all of the requirements of terms and conditions herein. Award will be made on the basis of the lowest evaluated price of quotes meeting the Technical Acceptability for non-cost factors.

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- (2) Following the solicitation guidelines, upon receipt of a quote, the Government will review the apparent lowest price quote for technical acceptability. In accordance with the evaluation criteria, if the apparent lowest price quote is rated technically acceptable, no further evaluations will be completed, and the lowest price quote will be selected for award. If the apparent lowest price quote is not rated acceptable, the Government will then evaluate the next apparent lowest price quote for Technical Acceptability. This process will continue until the lowest priced quote that is technically

acceptable is determined.

(3) Quotes that do not conform to the requirements of the solicitation may be rejected without further evaluation, clarification, or communication. A quote will be deemed unacceptable if an offeror’s quote fails to demonstrate the offeror’s ability to successfully perform the requirements as listed in the solicitation.

(End of Addendum)

**FAR 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list all foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(b) Foreign End Products:

<b>Line Item No. Country of Origin</b>	

*[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)

**INQUIRIES:**

Quoters are instructed to contact only the Contract Specialist for information about any aspect of the solicitation. Questions must be submitted in writing by **9:00AM Eastern Time, January 4<sup>th</sup>, 2021**. Prospective quoters are cautioned against contacting Government technical personnel regarding this solicitation prior to award of this procurement.

If such a contact occurs and is found to be prejudicial to competing quoters, the quoter making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to the Contract Specialist.

The Government intends to evaluate offers and award a contract without discussions with quoters. Therefore, the quoter’s initial quote should contain the quoter’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in quotes received.

## **PART IV – SOLICITATION PROVISIONS, INSTRUCTIONS & EVALUATION**

### **FAR 52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR & HSAR CLAUSES: <http://farsite.hill.af.mil/>

(End of provision)

### **FAR PROVISION INCORPORATED BY REFERENCE:**

#### **FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUNE 2020)**

(End of IBR)

### **FAR PROVISION INCORPORATED IN FULL TEXT:**

#### **FAR 52.204-24 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 this prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that is provided 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 provide 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](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. If 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  does,  does not use covered telecommunications equipment or services, or use any equipment, service, 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 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; OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);
    - (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 being provided (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 an 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)

#### **FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as “brand name or equal,” the purchased 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 modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(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)

#### **ADDENDUM TO FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUNE 2020)**

This RFQ does not constitute a commitment on behalf of the Government. There will be no reimbursement for any costs associated with your quote.

#### **Quote Submission:**

Submit one (1) original electronic version of the quote via GSA eBuy by the date and time specified within the online posting.

Quotes must contain pricing for all line items. Only items listed will be considered for award. If additional items are included within a quote, they will not be considered.

Quotes must be received by 9:00AM Eastern Time, January 6<sup>th</sup>, 2021.

Late quotations will not be accepted.

Pricing shall be submitted using the CLIN structure within the GSA eBuy system.

Quoters must provide a quote that addresses all requirements outlined in the performance work statement.

Quoters are encouraged to provide their GSA Contract Pricing Schedule to verify that the items requested are under their parent contract.

**Quotes shall include a completed copy of FAR Provision 52.204-24 with its quote.**

Quotes that do not conform to the requirements of these instructions may be rejected at the Contracting Officer's discretion.

If a quote utilizes open market pricing, it must be marked as open market IAW FAR 8.402. Open market items will not be accepted for award. Items must be on vendor's schedule contract.

(End of Addendum)

#### **FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

- (a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers in relative order of importance:
1. Price
  2. Technical Acceptance
- (b) *Options.* If Options apply; the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

#### **ADDENDUM TO FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

- (1) The Government intends to award a single award delivery order with firm-fixed price line items resulting from this solicitation to the responsible quoter whose quote is determined to be technically acceptable and has the lowest evaluated price. Quotes will be evaluated in accordance with FAR Part 15.101-2, Lowest Price Technically Acceptable. The Government may reject any or all quotes if such action is in the Government's interest. A quote is technically acceptable if it is fully compliant with all of the requirements of terms and conditions herein. Award will be made on the basis of the lowest evaluated price of quotes meeting the Technical Acceptability for non-cost factors.

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- (2) Following the solicitation guidelines, upon receipt of a quote, the Government will review the apparent lowest price quote for technical acceptability. In accordance with the evaluation criteria, if the apparent lowest price quote is rated technically acceptable, no further evaluations will be completed, and the lowest price quote will be selected for award. If the apparent lowest price quote is not rated acceptable, the Government will then evaluate the next apparent lowest price quote for Technical Acceptability. This process will continue until the lowest priced quote that is technically

acceptable is determined.

- (3) Quotes that do not conform to the requirements of the solicitation may be rejected without further evaluation, clarification, or communication. A quote will be deemed unacceptable if an offeror’s quote fails to demonstrate the offeror’s ability to successfully perform the requirements as listed in the solicitation.

(End of Addendum)

**FAR 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list all foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(b) Foreign End Products:

<b>Line Item No. Country of Origin</b>	

*[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)

**INQUIRIES:**

Quoters are instructed to contact only the Contract Specialist for information about any aspect of the solicitation. Questions must be submitted in writing by **9:00AM Eastern Time, January 4<sup>th</sup>, 2021**. Prospective quoters are cautioned against contacting Government technical personnel regarding this solicitation prior to award of this procurement.

If such a contact occurs and is found to be prejudicial to competing quoters, the quoter making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to the Contract Specialist.

The Government intends to evaluate offers and award a contract without discussions with quoters. Therefore, the quoter’s initial quote should contain the quoter’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in quotes received.





