# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

*NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.*

| 1. REQUISITION NUMBER | PAGE 1 OF |
|---|---|
| W81WMY61270001 | 38 |

| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 47QSSC26Q0190 | 6/10/2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(No collect calls)* | 8. OFFER DUE DATE/ LOCAL TIME |
|---|---|---|---|
| | See RFQ | | 6/24/2026 5:00pm EDT |

9. ISSUED BY — CODE

General Services Administration
Direct Demand Branch (DDB)
2300 Main St
Kansas City MO 64108

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:
- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):

SIZE STANDARD:

| 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) | 13b. RATING / 14. METHOD OF SOLICITATION |
|---|---|---|---|
| ☐ SEE SCHEDULE | | ☐ | ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP) |

15. DELIVER TO — CODE

National Training Center (NTC)
Fort Irwin, CA

16. ADMINISTERED BY — CODE

General Services Administration
Direct Demand Branch (DDB)

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | This Request for Quote (RFQ) is for the Purchase and Installation of Audiovisual Equipment for National Training Center (NTC) Operations Groups Division Tactical Operations Center (DTOC) Fort Irwin, CA. See RFQ document for further details.<br><br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED . ____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

| 30b. NAME AND TITLE OF SIGNER *(Type or print)* | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER *(Type or print)* | 31c. DATE SIGNED |
|---|---|---|---|
| | | | |

**General Services Administration (GSA)**
**Federal Acquisition Services (FAS)**
**Office of General Supplies and Services (GSS)**
**Direct Demand Branch (DDB)**

# REQUEST FOR QUOTE

Acquisition PIID: W81WMY61270001/Solicitation PIID: 47QSSC26Q0190

## Client Agency

National Training Center (NTC) Operations Group's Division
Tactical Operations Center (DTOC)
Fort Irwin, CA

## Description of Procurement:

Purchase and Installation of Audiovisual Equipment

**Preponderant NAICS:** 334310: Audio and Video Equipment Manufacturing
(Size Standard: 750 Employees)

**June 10, 2026**

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# SECTION A - SOLICITATION/CONTRACT FORM

A. This Request for Quote (RFQ) is a Single Award, Firm-Fixed Price (FFP), Purchase Order for the purchase, installation, and commissioning of updated audio-visual and communication equipment for the National Training Center (NTC) Operations Group's Division Tactical Operations Center (DTOC) at Fort Irwin, CA.
B. This acquisition is being conducted under FAR 12, Acquisition of Commercial Products and Commercial Services.
C. This acquisition is set-aside for Small Business. The preponderant NAICS is 334310: Audio and Video Equipment Manufacturing, Size Standard: 750 Employees. The Product Service Code (PSC) is 6940: Communication Training Devices Equipment and Material
D. GSA intends to award a single-award, Firm Fixed Price purchase order.
E. Shipping and Handling terms: CONUS Terms: F.O.B. Destination (CONUS Pricing). Inspection and Acceptance at Destination.

   All shipments will require MIL-STD-129 Compliant Shipping Labels/Packing lists. ALL PACKAGES AND SHIPMENTS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:
   - MARKING: Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.
   - SPECIAL MARKING: In addition to markings required by MILST 129, shipments shall be marked with:
     - the requisition number
     - The part number
     - SUPPAD
     - Item name (will be shown on individual orders).
   - PREPARATION FOR DELIVERY: The item(s) shall be packaged and packed to afford adequate protection against physical damage during shipment from the supplier to the first receiving activity. The pack shall comply with the rules and regulations applicable to the mode of transportation. The package shall be the same as that normally provided by the supplier. In the event a pallet or skid is used for shipping, the following notice shall apply: Notice of special requirements for shipment to all countries that have endorsed the IPPC Guidelines for treatment on nonmanufactured wood packaging: The International Plant Protection Convention (IPPC) approved and published, "Guide to the regulation of wood packaging material" in September 2023. This document can be found at https://openknowledge.fao.org/handle/20.500.14283/cc5059en

F. Delivery Terms: The client requires the delivery and installation of equipment to be performed by July 31, 2026.
G. Method of Award: Award will be made to the quoter's quote that represents the Lowest Price, Technically Acceptable (LPTA) and results in the lowest overall cost alternative that meets the Government's needs. For additional details, reference SECTION I: EVALUATION FACTORS

H. This is ONLY a request for pricing. DO NOT SHIP based upon the posting of this RFQ.
I. The Government intends to award on initial quotation and advises quoters to submit their best terms and prices in their initial quotation.
J. STANDARD COMMERCIAL WARRANTY REQUIREMENT. The Government is requiring all items in the contract have Standard Commercial Warranty.
K. Written requests for explanation or information regarding this RFQ should be directed to both Amanda Acosta, GSA Contract Specialist at: amanda.acosta@gsa.gov and Cara Fowler, Contracting Officer at: cara.fowler@gsa.gov. See section N for instructions.
L. ALL QUOTES AND ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED BY EMAIL TO BOTH amanda.acosta@gsa.gov and cara.fowler@gsa.gov AND ARE DUE ON OR BEFORE 5:00 PM Eastern, June 24, 2026.

* FACSIMILE (FAX) QUOTES WILL NOT BE ACCEPTED *
* Mail QUOTES WILL NOT BE ACCEPTED *

When responding to this RFQ, complete the entire package along with the supplemental documentation and submit your quote package to amanda.acosta@gsa.gov and cara.fowler@gsa.gov. No other forms of submission will be accepted. Each quote must be received by the closing date and time. Quotations received after this time will be deemed late and shall not be considered for award.

FAILURE TO PROVIDE ALL OF THE REQUIRED SUBMITTAL INFORMATION LISTED IN SECTION D: SUBMITTAL INFORMATION MAY RESULT IN YOUR QUOTE NO LONGER BEING EVALUATED OR CONSIDERED FOR AWARD.

(End of Section A)

# SECTION B: QUOTER INFORMATION

Please complete the highlighted fields in "blue" and return with your quote:

| | |
|---|---|
| Company's Name: | |
| Unique Entity ID (UEI) Number: | |
| Socio-Economic Status: | |
| Quoter's Point of Contact (POC) Name, eMail and Phone number: | |

**QUOTER MUST COMPLETE THESE STATEMENTS:**

☐ Quoter acknowledges receipt of RFQ amendments and confirms any amendments have been reviewed.

Quoter ☐ does or ☐ does not take exception to the RFQ provisions, clauses, requirements, or other information.

If quoter does take exception to any of the RFQ provisions, clauses, requirements, specifications, or other information, please provide a list of any exceptions and explanation(s) in the space below. Please note, the Government reserves the right to make a selection based upon initial quotes received, without discussions with quoters; therefore, exceptions to the RFQ may eliminate a quoter from receiving any further consideration.

| |
|---|
| |

To be awarded a contract and to submit invoices, your company will need to be registered with OMS Vendor Portal or EDI to receive orders electronically.

☐ Quoter is currently registered in OMS OR ☐ Quoter will register with OMS prior to award.

To request access to the GSA OMS Vendor Portal, please submit a ticket to the GSA eTools Help Desk and provide the following information:

- Vendor Name
- Vendor ID number (UEI)
- Email Address
- First Name and Last Name
- Phone Number
- Physical Address (City, State, Zip)
- Email Address for Order Notification emails

| | |
|---|---|
| **Quoter's First and Last Name:** | |
| **Quoter's Business Title:** | |
| **Quoter's Signature (digital/wet):** | |

(End of Section B)

# SECTION C: SCHEDULE OF ITEMS/PERFORMANCE WORK STATEMENT

Award will be in the form of a one-time single award, FFP. The total aggregate price (quantities x quoted prices for all items) will be evaluated at the time of award. See attached Attachment 1_Schedule of Items for product numbers, descriptions, and estimated quantities.

Contractors are encouraged to offer quantity/volume discounts.

All items will be delivered to and Work will take place at Fort Irwin, CA

## PERFORMANCE WORK STATEMENT (PWS)

### Bldg 990 52ID D-TOC Audio Conferencing Equipment Upgrade

27 April 2026

### Part 1
### General Information

**1. General:** This is a non-personal service contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The United States (U.S.) Government shall not exercise supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

**1.1 Description of Services/Introduction:** This is a non-personal service(s) contract to support the provision, installation, and commissioning of updated audio-visual and communication equipment for the National Training Center (NTC) Operations Group's Division Tactical Operations Center (DTOC) located in Building 990 on Fort Irwin, CA.

**1.2 Background:** The DTOC is a critical operational node that supports mission command, battle tracking, and information collection and dissemination for Rotational Training Units conducting training at the National Training Center (NTC), Fort Irwin, CA.

**1.3 Scope:** The Contractor shall provide non-personal service(s). The scope of this project encompasses all necessary hardware, infrastructure cabling, and professional services required to achieve full operational capability. Key equipment to be installed includes a comprehensive audio suite with desktop and ceiling-mounted microphones, in-ceiling speakers, amplifiers, and audio extractors, paired with advanced video and control components such as a 20x optical zoom PTZ camera, a 10.1" touchscreen control panel, and a Q-SYS control system. To ensure seamless integration into the DTOC, the vendor shall provide end-to-end professional services including project management, engineering and CAD design, off-site preparation, complete on-site installation, custom programming, and rigorous system commissioning

**1.4 Objectives:** The objective of this contract is to support the provision, installation, and commissioning of updated audio-visual and communication equipment for the NTC DTOC located in Building 990 on Fort Irwin, CA. Upon completion of requested services, the DTOC will have an upgraded audio-visual conferencing system that integrates modern, high-fidelity technology, while providing a more robust, responsive system essential for supporting complex, mission critical operations at the NTC.

**1.5 General Information:**

**1.5.1 Quality Control Plan (QCP):** The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with (IAW) this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures that the work provided complies with the requirements of the contract. The Contractor's Proposed QCP shall be submitted to the Contracting Officer (KO) through the Contracting Officer's Representative (COR) for review within ten (10) days after date of contract award. (Deliverable 01) The Government will review and either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor within three (3) days. If the Government has provided comments, the Contractor shall then have three (3) days to submit a Final QCP. After receipt of the Final QCP, the Contractor may receive the Contracting Officer's acceptance in writing. Any proposed changes to the accepted QCP are required to be resubmitted for acceptance by the Contracting Officer no later than ten (10) days prior to the anticipated change and before implementation by the Contractor. The timeline noted above will apply for review and acceptance for proposed changes. At a minimum, the QCP must include and answer the following to be acceptable:

**(a)** A chart showing the organizational structure and lines of authority, the names, qualifications, duties, responsibilities, and classification of each member of the Contractor's Quality Control Team;

**(b)** How the Contractor will monitor work to ensure performance complies with all deliverables (etc. timelines, deadlines, and goals);

**(c)** How the Contractor will monitor work to ensure performance complies with all specifications and requirements of the contract, including the contract's clauses;

**(d)** How the Contractor will monitor and ensure staff qualifications remain current and valid including Department of Defense (DoD) Contractor Personnel Office (DOCPER) processes/approvals throughout contract performance;

**(e)** How the Contractor will ensure all keys issued will remain controlled items (Paragraph 1.7 Key Control);

**(f)** How the Contractor will inventory and track maintenance of all Government Provided Equipment / Materials;

**(g)** How the Contractor will identify, investigate, and correct any non-conforming performance and prevent similar deficiencies in the future; and

**(h)** How the Contractor will file and save all Quality Control related documents for the life of the contract plus 5 years.

1.5.1.1 Reserved

1.5.1.2 The Contractor shall inform the COR of issues or potential issues that might affect the performance within three (3) days of identifying those issues. Verbal reports shall be followed up with written reports within three (3) days (Deliverable 02).

**1.5.2 Quality Assurance:** The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds).

**1.5.3 Recognized Holidays:** The following provides information on recognized holidays for the purpose of the PWS. If submittal of any documentation (e.g. deliverables, submittals, etc.) deadlines fall on a holiday, the closest workday prior to the holiday will apply as the deadline for submittal.

**1.5.3.1 U.S. Holidays:** Work shall not be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

New Year's Day January 1st

M. L. King Memorial Day 3rd Monday in Jan

Presidents Day 3rd Monday in February

Memorial Day last Monday in May

Juneteenth June 19th

Independence Day July 4th

Labor Day 1st Monday in September

Columbus Day 2nd Monday in October

Veteran's Day November 11th

Thanksgiving Day 4th Thursday in November

Christmas Day December 25th

**1.5.3.2 Host Nation Holidays:** Reserved

**1.5.4 Operating Hours:** The Government facility office hours, facility operating hours, and the Contractor support hour requirements often coincide, however, they may differ. Please refer to the following:

**1.5.4.1 Government Facility Office Hours:** The Government facility office hours are 0700 – 1800, Monday thru Friday except U.S. Holidays identified in paragraph 1.5.3.1 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

**1.5.4.2 Government Facility Operating Hours:** The Government facility operating hours occur between the hours of 0700 – 1800 Monday thru Friday. The Government facility may close due to local or national emergencies, administrative closings, or similar Government directed facility closings and will be communicated by the Contracting Officer to the Contractor.

**1.5.4.3 Contractor Support Hours:** The Contractor shall maintain an adequate workforce at all times, for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.
**1.5.4.3.1 Contractor Work Plan:** Reserved

**1.5.5 Training Holidays:** Reserved

**1.5.6 Place of Performance:** The work to be performed under this contract will be performed In Building 990 located on Outer Loop Rd.

**1.6 Security Requirements:** The following information is provided on security-related matters:

**1.6.1 Security Program:** Contractor personnel performing work under this contract must have a Secret Clearance at time of the proposal submission and must maintain the level of security required for the life of the contract. The security requirements are IAW with the DoD Contract Security Classification Specification (DD Form 254), which is currently accessible at the following link: http://www.dtic.mil/whs/directives/forms/eforms/dd0254.pdf

**1.6.2 Personnel Security Clearance Requirements:** Contractor personnel performing work under this contract must have an active personnel security clearance at the Secret Clearance level in the Defense Information System for Security (DISS) at time of the proposal submission and must maintain the level of security required for the life of the contract. The security requirements are IAW the DoD Contract Security Classification Specification DD Form 254. The Contractor shall ensure that Contractor employees and subcontractor employees performing services under this contract comply with FAR 52.204-2 Security Requirements when the employee has access to information classified "Confidential," "Secret," or "Top Secret." The Contractor shall ensure the employee complies with the DoD Security Agreement (DD Form 441), and the NISPOM rule at 32 Code of Federal Regulation (CFR) Part 117, effective 24 Feb 2021. The NISPOM is the National Industrial Security Program Operating Manual to which contractors must implement and comply.

**1.6.3 Access and general protection/security policy and procedures:** Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force

Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.3.1 Escorts Reserved

**1.6.3.2 Installation Pass Log:** In addition, the Contractor shall provide the Contracting Officer, via the COR, an Initial Installation Pass Log within five (5) days after contract award (Deliverable 03). The log must at a minimum contain the following information: Full name of employee, State Driver's License Number and State of Issue, and Date of Birth. The log shall be updated as employees are added or removed. The Updated Installation Pass Log shall be current and available at any time upon request by the Government and submitted to the COR within five (5) days after any changes to the log. (Deliverable 03)

**1.6.3.3 Individual Termination or Expiration of Employment:** The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated and shall return them to the issuing office within three (3) days (Deliverable 04).

**1.6.3.4 Contract Termination or Cancellation:** Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within three (3) days (Deliverable 05).

**1.6.3.5 Common Access Cards (CAC) and CAC Log:** Common Access Cards (CAC) are not required for the performance of this contract.

**1.6.4 Personnel Security Clearance Requirements:** Reserved

1.6.4.1 Reserved

**1.6.5 Background Checks:** The Contractor shall ensure contractor employees and subcontractor employees performing services under this contract have passed a security check conducted by the State Police Department of their U.S. residence. Security checks that have been completed as part of a personnel security clearance background investigation, or a previous background check that was a condition of employment, meet this requirement. Documentation of these checks will be made available to the KO or COR upon request. The Government retains the right to exclude any employee from performance of duties under this contract if a background security check reveals an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. If the Government determines additional background checks are required, at a minimum, and upon request from the Government, the Contractor shall provide to the KO or COR the following information on any contractor or subcontractor employee performing services under this contract:

- Full birth name
- Married name (if applicable)
- SSN or local equivalent (ID card number)
- Date of birth
- Place of birth (city, country)

**1.6.5.1 Background Check Notification Requirements:** If a background check on any employee or subcontractor employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall immediately notify the KO and COR of that information. The Contractor shall make notification of:

**(1)** Traffic violations, other than parking, will be reported to the KO or COR only if the contract is for drivers for the Government;

**(2)** Any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person; and

**(3)** Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this requirement.

1.6.5.2 Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph may result in requiring the Contractor to remove a contractor employee or employees from the performance of the contract.

1.6.5.3 Subcontracts. The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.

**1.6.6 Uncleared Contractor Common Access Card (CAC) Credentialing and Access Procedures:** Reserved

**1.6.6.1 Contractor Common Access Card (CAC) Eligible Requirements:** Reserved

**1.6.6.1.1 Federal Installation/Facility Access:** Contractor and all associated sub-contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The employees performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

**1.6.6.2. Contractor Non CAC Eligible Requirements for DOD Facility and Installation Access :** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014- 05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**1.6.7 Access to Government Information Systems:** All Contractor employees and subcontractor employees performing services under this contract who have access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully completed the DoD Information Assurance Awareness training prior to access to the information system and then annually thereafter.

**1.6.8 Physical Security:** The Contractor shall safeguard all Government equipment, information, and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured IAW the Army Physical Security Program (AR 190-13.")

**1.6.9 Operations Security (OPSEC) Requirements:** Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel. Government issued access badges shall not be worn outside designated facilities where visible to the general public.

1.6.9.1 Operations Security (OPSEC) SOP/Plan Requirements the Contractor shall implement and maintain an OPSEC program for preventing the disclosure of critical information or sensitive information which could jeopardize the Government's ability to execute its mission or to adequately protect its personnel and/or equipment. The Contractor shall develop an OPSEC Standing Operating Procedure (SOP)/plan within 90 calendar days of contract award to the Contracting Officer Representative (COR) or Contracting Officer (KO) to be reviewed and approved by the Government OPSEC Officer on the supporting installation. The SOP must contain a training plan that includes an initial OPSEC brief, continuous awareness, and annual OPSEC training. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. Awareness/training shall include, but not be limited to information disclosure via letters, conversations, photographs, resumes, electronic mail (e-mail), social media/networking sites, dissemination of information and documents disposal. OPSEC Program shall fully comply with the provisions of AR 530-1, Operations Security shall have an identified certified Level II OPSEC coordinator.

**1.7 Key Control:** Reserved

**1.8 Post Award Conference/Periodic Progress Meetings:** The Contractor shall attend a post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.8.1 The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

**1.9 Contracting Officer's Representative (COR):** Refer to Part 2 of this PWS for the definition of a COR. As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

**1.10 Key Personnel:** Reserved a. Contract Manager and Alternate Contract Manager: Reserved b. Quality Control Manager: Reserved c. Systems Administrator: Reserved d. Special Qualifications or certifications: Reserved

**1.11 Identification of Contractor Employees:** All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.
1.11.1 Reserved

1.11.2 Reserved

1.11.3 Uniform Reserved

**1.12 Contractor Travel:** The Contractor may be authorized travel expenses at rates no higher than the substantive provisions of the Joint Travel Regulation (JTR), IAW FAR Part 31.205-46, and the limitation of funds specified in this contract.

**1.13 Other Direct Costs (ODCs):** Reserved

**1.14 Data Rights:** Data rights under this contract shall be governed by the applicable FAR and DFARS clauses incorporated in this solicitation (e.g., DFARS 252.227-7013, 252.227-7014, and 252.227-7015). The Government's rights are expressly limited to the data, documents, and software explicitly identified as deliverables in this PWS, and to the extent necessary for the Government to operate, maintain, and support those specific deliverables. The Contractor retains all rights, title, and interest in any pre-existing proprietary materials, commercial software, or internal tools used in the performance of this contract that are not identified as Government deliverables.

**1.15 Non-Disclosure Requirements:** Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. The Contractor and Contractor personnel shall not divulge or release data or information developed or obtained under performance of this PWS, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

**1.16 Protection of Government and Contract Information:** Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil/resources/limitations/ , the Contractor shall not cite any information

(e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

**1.17 Non-Disclosure Statements:** Reserved

**1.18 Advertisement and Social Media:** The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at (http://www.defenseimagery.mil/products/DODimagery/commercialuse.html). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

**1.19 Information Assurance:** At no time will the Contractor or associated sub-contractor employees transmit government documents or information over using methods that do not meet the security requirements specified in the National Institute of Standards and Technology

**(NIST)** Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information (CUI) in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as DoD SAFE at https://safe.apps.mil, or All Partners Access Network (APAN) at https://community.apan.org/, or other transmission means determined by the government must be used.

**1.20 Organizational Conflict of Interest (OCI):** Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI (Deliverable 06). The Contractor's OCI Mitigation Plan will be determined to be acceptable solely at the discretion of the Contracting Officer. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

**1.21 Phase In /Phase Out Period:** Reserved

**1.22 Safety:** The following provides information pertaining to Safety and Accident Prevention:

**1.22.1 Safety Laws and Regulations:** The Contractor shall comply with FAR 52.236-13, Accident Prevention (November 1991), the references contained therein (e.g. U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)), The requirements under FAR 52.236-13 and specifically of the EM 385-1-1 include, but are not limited to the following:

**(a)** Before initiation of work at the job site, an Accident Prevention Plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1; will be reviewed for acceptance by designated Government personnel (Deliverable 07). Specific requirements for development of the Accident Prevention Plan are found in 01.A and Appendix A of EM 385-1-1. EM 385-1-1 is available online at www.usace.army.mil.

**(b)** Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity (See paragraph 01.a.09 of EM 385-1-1);

**(c)** The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work;

**(d)** The Contractor shall discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines, methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within fifteen

**(15)** calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted no later than fifteen (15) calendar days prior to initiation of work on each major phase; and

**(e)** In all areas where construction, demolition, alteration, building, or similar related activities take place, the Contractor shall have the following minimum personal protective clothing and equipment requirements in place for any person working on or visiting the site:

**(i)** Short sleeve shirt;

**(ii)** Long trousers;

**(iii)** Steel-toed safety boots; and

**(iv)** Hard hat.

1.22.1.1 In addition to other requirements for accident prevention specified in this contract, the Contractor shall comply with all Federal and State requirements governing safety and health protection on construction sites and other applicable occupational safety codes.

**1.22.1.2** The Contractor shall complete and provide safety notifications required (by local / federal authorities) and will provide documented proof to the Contracting Officer via the COR, no later than 10 calendar days after contract award (CDRL 07) that such notifications were made.

**1.23 Environmental Compliance:** The following provides information on Environmental Compliance.

**1.23.1 Environmental Compliance Plan and Program:** Reserved

**1.24 Required Training:**

**1.24.1 Anti-Terrorism (AT) Level I Training:** All Contractor employees, including subcontractor employees, who are employed under the contract, shall complete AT Level I Training within ten (10) days (Deliverable 08) after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or ten (10) after employment of new personnel. Contractor personnel travelling overseas shall complete area of responsibility (AOR) specific AT awareness training for U.S. based Contractor employees and associated subcontractor employees. The Contractor shall submit certificates of completion (Deliverable 08) for each affected Contractor employee and subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within ten (10) days after completion of this training by all employees and subcontractor personnel. AT Level I awareness training is available at https://jkodirect.jten.mil.

1.24.1.1 If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local AT Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the AT Officer. Verification of the training shall be provided to the COR within ten (10) days after completion of the training (Deliverable 08).

**1.24.2 OPSEC Training:** All Contractor employees, including subcontractors, shall complete Level I OPSEC training within ten (10) of employment under this contract (Deliverable 09). Verification of the training shall be provided to the COR within ten (10) days after completion of the training. OPSEC Level I training is available at http://www.cdse.edu/catalog/elearning/GS130.html.

1.24.2.1 If training cannot be conducted on the website, the Contractor shall coordinate with the COR, who will contact the local OPSEC Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the OPSEC Officer. Verification of the training shall be provided to the COR within ten (10) days after completion of the training (Deliverable 09).

**1.24.3 iWATCH Training:** The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within three (3) days after the contract is awarded and within three (3) days after new employees commence contract performance, with the results reported to the COR within five (5) after the contract is awarded and within five (5) days after new employees commence

contract performance (Deliverable 10). Verification of the training shall be provided to the COR within five (5) days after completion of the training (Deliverable 10).

**1.24.4 Information Assurance (IA) / Information Technology (IT) Training:** Reserved

1.24.4.1 Reserved

1.24.4.2 Reserved

**1.24.5 Personally Identifiable Information (PII):** Reserved

**1.24.6 Threat Awareness Reporting Program (TARP Training):** Within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or 30 calendar days after employment of new personnel, all Contractor employees, including subcontractor employees, who are employed under the contract and require a security clearance, shall complete TARP training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR within ten (10) calendar days after completion of training by all employees and subcontractor personnel. TARP training is available at the Army Learning Management System (ALMS) https://www.lms.army.mil/. Training must have been completed within the last 12 months and maintained yearly thereafter. If training cannot be conducted on the website, the Contractor will coordinate with the local Counter Intelligence (CI) Officer at their assigned location for classroom training and a copy of either the training certificate or the training attendance roster signed by the CI Officer will be maintained by the Contractor. Verification of the training will be provided to the Contracting Officer (KO) or Contracting Officer Representative (COR) within ten (10) calendar days after completion of the training.

**1.25 Government Property and Services:** Reserved

## PART 2
## DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

**2.1 Definitions:** Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

Contracting Officer – means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

Contracting Officer's Representative (COR) – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: “Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer’s technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management.” In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, “…These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs.”

Contractor – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contractor-acquired Property - means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

Day – means, unless otherwise specified, a calendar day.

Defective Service – means a service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable – means anything that can be physically delivered but may include nonmanufactured things such as meeting minutes or reports.

Government-furnished Property – As reflected in FAR 52.245-1, Government-furnished Property "means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract

Government Property - means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Property Administrator - means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

High Level Objective (HLO) – means a key overarching result-based objective for a project necessary to achieve the project's vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

Physical Security – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

Quality Assurance – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP) – means the key Government-developed surveillance process document and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

Quality Control – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Statement – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on "what" is to be accomplished; however, they are not prescriptive in describing "how" the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

Subcontractor – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

Work Day - The number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless otherwise specified.

**2.2 Acronyms:** Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

| Acronym | Definition |
|---|---|
| **ACOR** | Alternate Contracting Officer's Representative |
| **AFARS** | Army Federal Acquisition Regulation Supplement |
| **AHA** | Activity Hazard Analysis |

| | |
|---|---|
| **AOR** | Area of Responsibility |
| **AR** | Army Regulation |
| **AT** | Anti-terrorism |
| **ATCTS** | Army Training Certification Tracking System |
| **CAC** | Common Access Card |
| **CCE** | Contracting Center of Excellence |
| **CFR** | Code of Federal Regulations |
| **CONUS** | Continental United States (excludes Alaska and Hawaii) |
| **COR** | Contracting Officer's Representative |
| **COTS** | Commercial-Off-the-Shelf |
| **DA** | Department of the Army |
| **DD250** | Department of Defense Form 250 (Receiving Report) |
| **DD254** | Department of Defense Contract Security Requirement List |
| **DFARS** | Defense Federal Acquisition Regulation Supplement |
| **DMDC** | Defense Manpower Data Center |
| **FAR** | Federal Acquisition Regulation |
| **GFP** | Government Furnished Property |
| **HLO** | High Level Objective |
| **HIPAA** | Health Insurance Portability and Accountability Act of 1996 |
| **IA** | Information Awareness |
| **IAC** | Installation Access Control |
| **IACO** | Installation Access Control Office |
| **ID** | Identification |
| **IGCE** | Independent Government Cost Estimate |
| **IT** | Information Technology |
| **JTR** | Joint Travel Regulation |
| **JPAS** | Joint Personnel Adjudication System |
| **KO** | Contracting Officer |
| **OCI** | Organizational Conflict of Interest |
| **OCONUS** | Outside Continental United States (includes Alaska and Hawaii) |
| **ODC** | Other Direct Costs |
| **OPSEC** | Operations Security |
| **PA** | Property Administrator |
| **PII** | Personally Identifiable Information |
| **PIPO** | Phase In/Phase Out |
| **POC** | Point of Contact |
| **PRS** | Performance Requirements Summary |
| **PWS** | Performance Work Statement |
| **QA** | Quality Assurance |
| **QAP** | Quality Assurance Program |
| **QASP** | Quality Assurance Surveillance Plan |
| **QC** | Quality Control |
| **QCP** | Quality Control Program |
| **RA** | Requiring Activity |
| **TE** | Technical Exhibit |
| **USAG** | United States Army Garrison |
| **UOM** | Unit of Measure |

# PART 3
# GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Furnished Property

3.1.1 The contractor shall submit their Property Management System (PMS) procedures at least thirty (30) days after award (Deliverable 11). The PMS shall contain the intricate details of the inner workings of the contractor's Property Management System and how it will meet the ten (10) established outcomes (i.e. Acquisition, Receipt (includes Identification), Records, Physical Inventory, Subcontractor Control, Reports, Relief of Stewardship Responsibility/Liability, Utilization (includes Consumption, Movement, and Storage), Maintenance and Property Close-Out (includes Disposition). This written document is known as the contractor's Property Management System procedures. These procedures are used by the contractor's operational personnel as their daily standard operating procedure (SOP) for the management of Government Property. The contractor's Property Management System procedures are working document(s) that may require updates as processes change; however, a contractor cannot change its procedures unilaterally. Proposed changes to the contractor's processes shall be submitted to the Property Administrator for review/concurrence prior to the implementation of the changes.

3.1.2 A joint inventory of Government-furnished property must be completed within the timeline outlined in the Government approved transition plan. Items of equipment missing or not in working order shall be recorded and the COR shall be notified in writing. The Contractor and the Government representative shall jointly determine the working order and condition of all equipment and document their findings. Rejection of GFP by the Contractor shall not relieve the Contractor of responsibility in performance of this contract, but will relieve the Government from the obligation of providing the same or similar GFP at a future date. The Contractor shall not use property provided by the Government for any purpose other than the performance of this contract. The Contractor shall conduct 100% inventories of Government property at a minimum, annually, IAW Contractor's approved property management procedures and provide results IAW the DFARS PGI 245.103-72 format.

3.1.2.1 Final Inventory. At the completion of the contract, the Contractor and Government representative(s), shall conduct a joint inventory.

3.1.3 The contractor shall not mark, affix any decals, emblems or signs portraying the contractor's name on Government property. The contractor shall not remove GFP from the Installation or other supported areas without written approval of the KO.

3.1.4 The contractor shall track and maintain warranty records for all contractor property and supplies for use under this contract – both Government furnished and contractor acquired. The contractor shall enforce all warranties when applicable. The contractor shall ensure no unnecessary expenditure of Government funds, either direct or through cost reimbursement, for repair or maintenance of warranted items. The contractor shall inform the Government of difficulties encountered in the enforcement of warranties and of instances in which the costs of enforcement would exceed the benefits derived.

3.1.5 The contractor shall not modify or cannibalize any GFP/CAP without prior written approval of the KO.

3.1.6 The Government may choose to withdraw or replace GFP at any time during the contract. The KO will provide a written 30-day notice of the impending withdrawal of GFP for use on this contract and provide direction to the contractor as to the method(s) by which the Government may replace GFP. The contractor shall ensure all IT equipment is purged of proprietary data prior to turn-in or disposal IAW the PLCO/KO.

3.1.7 Contractor may be held liable for the loss, damage or destruction of Government property in event of negligence or willful misconduct. The utmost care will be given to the preservation of Government property. The contractor will implement a system in which employees can report fraud waste and abuse to their supervisors without fear of retribution. Contractor will also brief all employees on the procedures for reporting via the Governmental programs.

3.1.8 Loss of any sensitive item will indicate a material weakness in the contractor's method of accounting for equipment and will revoke the Government's assumption of risk. Additionally, the KO may revoke the Government's assumption of risk (see FAR 45.104) if the property administrator determines that the contractor's property management practices are inadequate and/or present an undue risk to the Government. In the event that any sensitive or CCI Government property furnished to, or acquired by the contractor is lost, damaged, destroyed or stolen, the contractor shall notify the COR in writing within one hour of discovery of loss. The notification must contain a description of the item, serial number and last known location. All loss shall be reported IAW 52.245-1 and approved contractor procedures.

3.2 Emergency and Rescue

3.2.1 The Government will furnish emergency medical and rescue services to prevent loss of life, limb, or undue suffering within the areas serviced by the applicable installation emergency services provider. The Government will seek reimbursement for medical services rendered, as appropriate.

3.2.2 The Government will provide installation fire services to include firefighting, fire prevention inspections and investigations; Installation security services; confined space rescue; and Hazardous Material (HAZMAT) first response.

3.3 Telecommunications/Utilities

3.3.1 The Government will provide reasonable access to Government-furnished telecommunications for official use related to this effort. Line service will include on-post service, and Defense Switched Network (DSN). The cost of unofficial telephone service (e.g., telephone service not incidental to performance of the contract) shall be reimbursed to the Government. The contractor shall ensure compliance with AR 25-1 Information Assurance as related to telecommunications use and access. The Government will not provide reimbursement for additional services or special connectivity relative to contractor unique equipment, software, or corporate requirements.

**3.4 Government Owned Vehicles:** Reserved

3.5 GFE Tools, Hand Tools, Equipment; Test, Measurement and Diagnostic Equipment

**(TDME)** Calibration Services: Reserved

**3.6 Government Furnished Facilities and Real Property:** Reserved

**3.7 Government Furnished Services:** Reserved

## PART 4
## CONTRACTOR FURNISHED ITEMS AND SERVICES

**4.1 General:** The Contractor shall furnish all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform services as described in the PWS and associated contract documents, except for those items specified in Part 3 Government Property and Services.

**4.2 Secret Facility Clearance:** Reserved

**4.3 Materials:** The Contractor shall provide one (1) HDMI Audio Extractor, eight (8) Microphone Desktop 18 Gooseneck Cardioid 10 Cable TAAs, eight (8) cable 25 XLR M-F Shielded MIC 24 AWG, nine (9) Box Surface Mount for Decora Remote Controls and Panels, nine (9) adapter plates XLR 3-Pin Male Jack Solder Types, seven (7) Microphone 24 Ceiling Array Square White TAAs, one (1) Camera 20x Optical Zoom PTX POE with Wall mount bracket, one (1) Q-SYS POE Bridging Endpoint For AV to USB Bridging, two (2) amplifier 4- CH 60W/CH Q-SYS Network Audio LO-Z FLEXIO, sixteen (16) Speakers, 6.5 Coaxial in Ceiling, White TAA, two (2) speakers, 6.5 2-way 100x100 indoor, white, one (1) Series 4 Control System, one (1) Touch Screen, 10.1 Tabletop, Black, one 10GBase-CU SFP Passive DAC TWNIAX Cable NETGEAR Compatible, and one (1) Power Distribution Unit SW 1U 12A 120V (8)5-20R 5-015P, and Personal Protective Equipment, PPE, Office supplies and materials such as, paper, printer cartridges, and all other office supplies and materials needed in the performance of this contract. Contractor shall supply all tools and equipment required to install equipment in the DTOC located in Building 990 on Fort Irwin, CA.

**4.4 Vehicles and Equipment:** Reserved

**4.5 Background Checks):** The Contractor shall provide Background Checks in accordance with this PWS and as determined by the Government.

## PART 5
## SPECIFIC TASKS

**5.1 Basic Services:** The Contractor shall provide services encompassing all necessary hardware, infrastructure cabling, and professional services required to achieve full operational capability. Key equipment to be installed includes a comprehensive audio suite with desktop and ceiling-mounted microphones, in-ceiling speakers, amplifiers, and audio extractors, paired with advanced video and control components such as a 20x optical zoom PTZ camera, a 10.1" touchscreen control panel, and a Q-SYS control system. To

ensure seamless integration into the DTOC, the vendor shall provide end-to-end professional services including project management, engineering and CAD design, off-site preparation, complete on-site installation, custom programming, and rigorous system commissioning

**5.2 Tasks:** Tasks consist of the following:

**(a)** Removal of all outdated, existing hardware supporting the older audio-visual system.

**(b)** Provide all equipment outlined in PWS Paragraph 4.3 to significantly enhance the Command and Control (C2) capabilities for the DTOC.

**(c)** Provide all tools and equipment necessary to install, power, and operate all equipment referenced in PWS Paragraph 4.3

**(d)** Demonstrate that all installed equipment are fully functional and meet the exact design specification to support the DTOC's operational mandate.

**(e)** Provide Government with a fully operational Command and Control (C2) audiovisual system, all associated hardware, and system documentation with CAD Drawings.

**(f)** The Contractor shall provide a 1-Year Base System Warranty and Initial Support Agreement for the newly installed Command and Control (C2) Audio-Visual (AV) system. The period of performance for this support shall be strictly limited to twelve (12) months following the Government's formal acceptance of the installed system. This requirement contains no Option Years. Upon expiration of this 12-month period, all system sustainment and maintenance responsibilities shall transition to the Government.

5.2.1 Contractor Resources Management

5.2.1.1 Contractor Project Management. Contractor shall manage all assigned projects from initial receipt until project completion. The Contractor shall ensure all projects are completed IAW the Contractor's approved schedule.

**(a)** STD: The Contractor shall demonstrate that all installed equipment are fully functional and meet the exact design specification to support the DTOC's operational mandate. AQL: Pass or Fail.

**5.3 Service Contract Reporting:** Service Contract Reporting is not applicable to this contract.

## PART 6
## APPLICABLE PUBLICATIONS

**6. Applicable Publications (Current Editions):** The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

6.1.1 Department Of Defense Contract Security Classification Specification (DD Form 254)

6.1.2 Department of Defense Security Agreement (DD Form 441)

6.1.3 National Industrial Security Program Operating Manual (DoD 5220.22-M)

6.1.4 Installation Access Control (AE Reg 190-16)

6.1.5 The Army Physical Security Program (AR 190-13)

6.1.6 Contractor Identification (AE Reg 27-715)

6.1.7 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)

6.1.8 Information Assurance Workforce Improvement Program (DoD 8570-M)

6.1.9 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)

6.1.10 Information Assurance (AR 25-2)

6.1.11 Electromagnetic Compatibility Directive (2004/108/EC)

6.1.12 Policies and Procedures for Property Accountability (AR 735-5)

## PART 7
## ATTACHMENT AND TECHNICAL EXHIBIT LISTING (Attachment)

7. Attachment and Technical Exhibit List

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

(End of Section C)

# SECTION D: SUBMITTAL INFORMATION

If the Quoter's package does not include the following list of items, their quote may be determined non-responsive by the Government.

1. RFQ General Information and Pricing. Complete and return the following RFQ Sections and Attachments:

   Each contractor shall submit a firm-fixed pricing structure for this requirement and include:
   A. Section B: Quoter Information
   B. Attachment 2_Schedule of Items (two spreadsheets)
   C. Attachment 3_MIL STD 129R and Supplement Vendor Certification
   D. Confirmation of Secret Clearance

2. Product technical specifications for audiovisual products being offered.

The Government reserves the right to make a selection based upon initial quotes received, without discussions with the quoter; therefore, the quoter should submit its best terms in its initial Quote. The Government also reserves the discretion to confer with quoter and request revised Quote if needed. The Government reserves the right to extend the RFQ submission due date/time should it be beneficial to the Government.

(End of Section D)

# SECTION E: RFQ ATTACHMENTS

Attachment 1_PWS Technical Exhibit
Attachment 2_Schedule of Items (spreadsheet with two tabs)
Attachment 3_MIL STD 129R and Supplement Vendor Certification
Attachment 4_Quality Assurance Surveillance Plan
Attachment 5_Department of Defense Contract Security Classification Specification (DD254)

(End of Section E)

# SECTION F: CONTACT INFORMATION

**A. Contracting Point of Contact:**
Amanda Acosta
Contract Specialist
amanda.acosta@gsa.gov

**B. Contracting Point of Contact:**
Cara J. Fowler
Contracting Officer
cara.fowler@gsa.gov

**C. Facility Point of Contact**
GD Fairclough
COR
garfield.d.fairclough.civ@army.mil

(End of Section F)

# SECTION G: CLAUSES

**FAR 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)**

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause 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.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**FAR 52.246-4 Inspection of Services-Fixed-Price (Aug 1996)**

(a) *Definition.*"Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

**DFARS 252.227-7015 TECHNICAL DATA—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)**

(a) *Definitions*. As used in this clause—

"Commercial product and commercial service" includes commercial components and commercial processes but does not include commercial computer software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014 ) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

(b) *Applicability*. This clause governs the technical data pertaining to any portion of a commercial product or commercial service that was developed exclusively at private expense. If the commercial product or commercial service was developed in any part at Government expense—

(1) The clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are generated during any portion of performance that is covered

under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer (STTR) Program; and

(2) The clause at DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, governs the technical data pertaining to any portion of a commercial product or commercial service that was developed in any part at Government expense and is not covered under the SBIR or STTR program.

(c) *License.*

(1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that—

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (c)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not—

(i) Use the technical data to manufacture additional quantities of the commercial products; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial products furnished under this contract, or for performance of work by covered Government support contractors.

(3) The Contractor acknowledges that—

(i) Technical data covered by paragraph (c)(2) of this clause are authorized to be released or disclosed to covered Government support contractors;

(ii) The Contractor will be notified of such release or disclosure;

(iii) The Contractor (or the party asserting restrictions as identified in a restrictive legend) may require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor’s use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for an nondisclosure agreement; and

(iv) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as set forth in the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(d) *Additional license rights*. The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(e) *Release from liability*. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(f) *Subcontractors or suppliers*.

(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771–3775,10 U.S.C. 3781-3786, and 15 U.S.C. 638(j)(1)(B)(iii) and (v).

(2) Whenever any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial products or commercial services, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial product or commercial service that was developed exclusively at private expense, and the Contractor shall use the following clauses to https://www.acq.osd.mil/dpap/dars/dfars/html/current/252227.htm#252.227-7013govern the technical data pertaining to any portion of a commercial product or commercial service that was developed in any part at Government expense:

(i) Use the clause at DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, to govern any technical data that are not generated during any portion of performance that is covered under the SBIR or STTR program.

(ii) Use the clause at 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data that are generated during any portion of performance that is covered under the SBIR or STTR program.

(End of clause)

**Clauses Incorporated by Reference**

| | |
|---|---|
| 52.203-17 | Contractor Employee Whistleblower Rights |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |

| | |
|---|---|
| 52.204-13 | System for Award Management—Maintenance |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations |
| 52.219-6 | Notice of Total Small Business Set-Aside |
| 52.219-33 | Nonmanufacturer Rule |
| 52.222-3 | Convict Labor |
| 52.222-19 | Child Labor—Cooperation with Authorities and Remedies |
| 52.222-36 | Equal Opportunity for Workers with Disabilities |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act |
| 52.222-50 | Combating Trafficking in Persons |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors |
| 52.225-3 | Buy American-Free Trade Agreements-Israeli Trade Act |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving |
| 52.232-33 | Payment by Electronic Funds Transfer—System for Award Management |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors |
| 52.233-4 | Applicable Law for Breach of Contract Claim |
| 52.240-91 | Security Prohibitions and Exclusions |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services |

(End of Section G)

# SECTION H: PROVISIONS

**FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Nov 2025)**

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

**FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2025)**

(a) Evaluation factors. 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 will be used to evaluate offers: See Section I: Evaluation Factors

(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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)

**Provisions Incorporated by Reference:**

| | |
|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation |
| 52.204-7 | System for Award Management—Registration |
| 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products |
| 52.225-4 | Buy American-Free Trade Agreements-Israeli Trade Act Certificate |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications |

(End of Section H)

# SECTION I: EVALUATION FACTORS

**Method of Award: Award will be made to the quoter's quote that represents the Lowest Price Technically Acceptable (LPTA) and results in the lowest overall cost alternative that meets the Government's needs.**

**Evaluation Process:**

1. Initial Price Ranking:
    a. All quotes received will be ranked by total price, from lowest to highest.
    b. The technical package of the lowest-priced quote will be evaluated first.
2. Technical Evaluation - Pass/Fail Criteria:
    a. The lowest-priced contractor's technical package will be reviewed on a pass/fail basis based on the following requirements:
        - Completed MIL STD 129R and Supplement Vendor Certification
        - List of part numbers on spreadsheet 1 of 2 in the Schedule of Items.
        - Supporting Literature: The offeror must submit supporting literature regarding the technical specification of the equipment offered to demonstrate that it meets the specifications stated in the Performance Work Statement.
        - Ability to complete all work before July 31, 2026.
    b. Evaluation Steps:
        - Technical Compliance: The GSA Contracting Officer (CO)/Contract Specialist (CS) will review the list of part numbers and supporting literature along to determine if the contractor meets all performance specifications.
        - Formal TEB Evaluation: Upon GSA CO/CS's preliminary confirmation of compliance, the contractor's technical package will be forwarded to the client's Technical Evaluation Board (TEB) for a formal Pass/Fail determination.
    c. Non-Compliance Protocol:
        - If the contractor fails to meet any technical specifications, the GSA CO/CS will stop the evaluation. The vendor will receive a "Fail" rating, and no further evaluation will be conducted.The evaluation will then proceed to the next lowest-priced contractor, repeating the process until a technically acceptable quote is identified.
3. Price Reasonableness Determination:
    a. Once a contractor is determined to be technically acceptable, the GSA CO/CS will evaluate the vendor's price for fairness and reasonableness.
    b. If the price is determined to be reasonable, that contractor will be designated as the proposed awardee.

**PAST PERFORMANCE**

While past performance is not a formal evaluation factor for this procurement, the GSA CO will review the Exclusions and Responsibility/Qualification Reports available within the System for Award Management (SAM) (https://sam.gov/SAM/). Additionally, the Government reserves the right to review Performance and Integrity Records, available within the Contractor Performance Assessment Reporting System (CPARS) (https://www.cpars.gov/).

(End of Section I)
(End of RFQ)