778n

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: SEE SCHEDULE

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
HQ0028-10-C-0023	01-Aug-2010		HQ0028-10-R-0005	10-Feb-2010

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	SUSAN MADRID	951-413-2371	02:00 PM 01 Apr 2010

9. ISSUED BY — CODE HQ0028

HQ0028 DEFENSE MEDIA ACTIVITY
CONTRACTING OFFICE
23755 Z STREET, POC: SUSAN MADRID
RIVERSIDE CA 92518-2031

TEL: 951-413-2371
FAX: 951-413-2432

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: $7M NAICS: 811213

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING S10

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE HQ0030
HQ0030 AFRTS
JERRY SHORTER
23755 Z STREET
RIVERSIDE CA 92518-2031

16. ADMINISTERED BY — CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR — CODE 1PHJ1

TAFT BROADCASTING COMPANY, LLC
JERRY BRIDGES
1118 HEIGHTS BLVD.
HOUSTON TX 77008-6916

TEL. (713)692-2900 — FACILITY CODE

18a. PAYMENT WILL BE MADE BY — CODE HQ0347

HQ0347 DFAS INDIANAPOLIS
ACTG DIV ATTN: DFAS IN IIA DEPT 97
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-1325

- [ ] 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 NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$3,413,348.12

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 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 HEREIN.

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

Robert G Dawson

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

Karen L. Newlander

31c. DATE SIGNED: 15-Jul-2010

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

Robert G DAWSON

30c. DATE SIGNED: 07/15/2010

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

Karen L. Newlander / Contracting Officer

TEL: 951-413-2303 EMAIL: karen.newlander@dma.mil

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	$0.00	$0.00

AVM Phase-In Broadcast Center (BC)
FFP
Phase-In effort in accordance with Section 6 of the Performance Work Statement (PWS).
FOB: Destination
PURCHASE REQUEST NUMBER: 216501400638

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Months		(b)(4)

AVM Base Year - BC
CPFF
Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.
FOB: Destination
PURCHASE REQUEST NUMBER: 216501400638

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b)(4)

ACRN AA
CIN: 0000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		66,000	Each	$1.00	$66,000.00 NTE

Equipment Purchases-Base Year - BC
FFP
Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.
FOB: Destination
PURCHASE REQUEST NUMBER: 216501400638

NET AMT $66,000.00

ACRN AA $66,000.00
CIN: 0000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		40,000	Each	$1.00	$40,000.00 NTE

Training -Base Year- BC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination
PURCHASE REQUEST NUMBER: 216501400638

NET AMT $40,000.00

ACRN AA $40,000.00
CIN: 0000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each	$0.00	$0.00

AVM Phase-In -The Pentagon Channel (TPC)
FFP
Phase-In effort in accordance with Section 6 of the Performance Work Statement (PWS).
FOB: Destination
PURCHASE REQUEST NUMBER: HQ002801906648

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Months		(b)(4)

AVM Base Year - TPC
CPFF
Work to be performed IAW PWS. NOTE: Specifically, work called out in PWS paragraph 1.3 will be performed during this contract period.
FOB: Destination
PURCHASE REQUEST NUMBER: HQ002801906648

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b)(4)

ACRN AB
CIN: 000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		84,584	Each	$1.00	$84,584.00 NTE

Equipment Purchases-Base Year - TPC
FFP
Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.
FOB: Destination
PURCHASE REQUEST NUMBER: HQ002801906648

NET AMT $84,584.00

ACRN AB $84,584.00
CIN: 000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		31,392	Each	$1.00	$31,392.00 NTE

Training -Base Year- TPC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination
PURCHASE REQUEST NUMBER: HQ002801906648

NET AMT $31,392.00

ACRN AB $31,392.00
CIN: 000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each	$0.00	$0.00 NC

Data-Base Year
FFP
Data submitted in support of CLINS 0002-0004 and 0006-0008 in accordance with Attachment 10, entitled Contract Data Requirements List (CDRL). NOTE: This is a "Non-Priced" CLIN.
FOB: Destination
PURCHASE REQUEST NUMBER: HQ002801906648

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010			Months		(b)(4)

OPTION

AVM Option Year 1 - BC
CPFF
Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.
FOB: Destination

ESTIMATED COST (b)(4)
FIXED FEE
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		66,000	Each	$1.00	$66,000.00 NTE

OPTION

Equipment Purchases-Option Year 1 - BC
FFP
Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.
FOB: Destination

NET AMT $66,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		40,000	Each	$1.00	$40,000.00 NTE

OPTION

Training -Option Year 1-BC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013			Months		(b)(4)

OPTION

AVM - Option Year 1 - TPC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement. Specifically, work called out in PWS paragraph 1.3.1 will be performed during this contract period.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		84,584	Each	$1.00	$84,584.00 NTE

OPTION

Equipment Purchases-Option Year 1 - TPC

FFP

Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.

FOB: Destination

NET AMT $84,584.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		31,392	Each	$1.00	$31,392.00 NTE

OPTION

Training -Option Year 1- TPC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $31,392.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Each	$0.00	$0.00 NC

OPTION

Data-Option Year 1
FFP
Data submitted in support of CLINS 0010-0015 in accordance with Attachment 10, entitled Contract Data Requirements List (CDRL). NOTE: This is a "Non-Priced" CLIN.
FOB: Destination

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017			Months		(b)(4)

OPTION

AVM Option Year 2 - BC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		66,000	Each	$1.00	$66,000.00 NTE

OPTION

Equipment Purchases-Option Year 2 - BC
FFP
Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.
FOB: Destination

NET AMT $66,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		40,000	Each	$1.00	$40,000.00 NTE

OPTION

Training -Option Year 2-BC
FFP
Training requirements specified in accordance with paragraph 3.23.2 of the PWS.
FOB: Destination

NET AMT $40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020			Months		(b)(4)

OPTION

AVM-Option Year 2-TPC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		84,584	Each	$1.00	$84,584.00 NTE

OPTION

Equipment Purchases-Option Year 2-TPC
FFP
Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.
FOB: Destination

NET AMT $84,584.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		31,392	Each	$1.00	$31,392.00 NTE

OPTION

Training -Option Year 2-TPC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $31,392.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Each	$0.00	$0.00 NC

OPTION

Data-Option Year 2
FFP
Data submitted in support of CLINS 0017-0022 in accordance with Attachment 10, entitled Contract Data Requirements List (CDRL). NOTE: This is a "Non-Priced" CLIN.
FOB: Destination

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024			Months		(b)(4)

OPTION AVM-Option Year 3-BC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		66,000	Each	$1.00	$66,000.00 NTE

OPTION Equipment Purchases-Option Year 3-BC

FFP

Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.

FOB: Destination

NET AMT $66,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		40,000	Each	$1.00	$40,000.00 NTE

OPTION Training -Option Year 3-BC

FFP

Training requirements specified in accordance with paragraph 3.24.2 of the PWS.

FOB: Destination

NET AMT $40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027			Months		(b)(4)

OPTION

AVM-Option Year 3-TPC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028		84,584	Each	$1.00	$84,584.00

OPTION

Equipment Purchases-Option Year 3-TPC
FFP
Equipment purchases in accordance with paragraph 9.6.3.2 of the PWS.
FOB: Destination

NET AMT $84,584.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		31,392	Each	$1.00	$31,392.00 NTE

OPTION

Training -Option Year 3-TPC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $31,392.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Each	$0.00	$0.00 NC

OPTION

Data - Option Year 3
FFP
Data submitted in support of CLINS 0024-0029 in accordance with Attachment 10, entitled Contract Data Requirements List (CDRL). NOTE: This is a "Non-Priced" CLIN.
FOB: Destination

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031			Months		(b)(4)

OPTION

AVM-Option Year 4-BC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		66,000	Each	$1.00	$66,000.00 NTE

OPTION

Equipment Purchases-Option Year 4-BC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $66,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		40,000	Each	$1.00	$40,000.00 NTE

OPTION

Training -Option Year 4-BC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034			Months		(b)(4)

OPTION

AVM-Option Year 4-TPC

CPFF

Audio Visual Maintenance in accordance with the information contained within the Performance Work Statement.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		84,584	Each	$1.00	$84,584.00 NTE

OPTION

Equipment Purchases-Option Year 4-TPC

FFP

Training requirements specified in accordance with paragraph 3.24.2 of the PWS.

FOB: Destination

NET AMT	$84,584.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036		31,392	Each	$1.00	$31,392.00 NTE

OPTION

Training -Option Year 4-TPC
FFP
Training requirements specified in accordance with paragraph 3.24.2 of the PWS.
FOB: Destination

NET AMT $31,392.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		1	Each	$0.00	$0.00 NC

OPTION

Data - Option Year 4
FFP
Data submitted in support of CLINS 0031-0036 in accordance with Attachment 10, entitled Contract Data Requirements List (CDRL). NOTE: This is a "Non-Priced" CLIN.
FOB: Destination

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038		1	Months	$0.00	$0.00

OPTION

Phase Out Effort-BC
FFP
In accordance with PWS Paragraph 10.0.
FOB: Destination

NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039		1	Months	$0.00	$0.00

OPTION

Phase Out Effort-TPC
FFP
In accordance with PWS Paragraph 10.0.
FOB: Destination

NET AMT $0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
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0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
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0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
0034	Destination	Government	Destination	Government
0035	Destination	Government	Destination	Government
0036	Destination	Government	Destination	Government
0037	Destination	Government	Destination	Government
0038	Destination	Government	Destination	Government
0039	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2010 TO 31-AUG-2010	N/A	HQ0030 AFRTS JERRY SHORTER 23755 Z STREET RIVERSIDE CA 92518-2031 951-413-2270 FOB: Destination	HQ0030
0002	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0003	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030

0004	POP 01-AUG-2010 TO 31-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0005	POP 01-AUG-2010 TO 31-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0006	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0007	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0008	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0009	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0010	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0011	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0012	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0013	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0014	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0015	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0016	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0017	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0018	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0019	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0020	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0021	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030

0022	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0023	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0024	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0025	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0026	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0027	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0028	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0029	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0030	POP 01-AUG-2013 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0031	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0032	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0033	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0034	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0035	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0036	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0037	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0038	POP 01-AUG-2015 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0039	POP 01-AUG-2015 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030

ACCOUNTING AND APPROPRIATION DATA

AA: 9700100.4101 2165 2515 012133 VALA97 DIAC06 638
AMOUNT: $2,430,807.88
CIN 00000000000000000000000000000: $2,430,807.88

AB: 9700100.4101 2130 2515 012133 VALA97 DIAC01123
AMOUNT: $982,540.24
CIN 00000000000000000000000000000: $982,540.24

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-25 (DEV)	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEVIATION)	APR 2008
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.244-6	Subcontracts for Commercial Items	JUN 2010
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004

52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.0100-4028 CONTRACT CONTACT INFORMATION (DMA)(OCT 2008)

The Defense Media Activity Contracting Officer name and email address for this contract is:

Ms. Karen Newlander – karen.newlander@dma.mil – (951) 413-2303

The Point of Contact for this contract is:

Ms. Susan Madrid – susan.madrid@dma.mil – (951) 413-2371

FOR FOLLOW-UP INFORMATION REGARDING CHANGES OR LATE PAYMENTS, PLEASE CONTACT ONE OF THE FOLLOWING CONTRACTING OFFICERS STATED ABOVE.

(End of Local Instruction)

CLAUSES INCORPORATED BY FULL TEXT

52.0100-4094 MARKING INSTRUCTIONS FOR ALL ITEMS TO INCLUDE DROP SHIP AND DIRECT SHIPMENT (DMA)(OCT 2008)

The Contractor shall attach two (2) copies of a detailed packing list with each box or container with unlike items where the full description of the contents is not authorized or cannot be shown. Include one (1) copy of the packing list inside the box or container and attach one (1) copy of the packing list on the outside of the box or container. The outside of the box or container must also include the complete shipping address as provided in the schedule and the Contract/Purchase/Delivery Order number located on Page 1 of this document.

The packing list shall contain the following information:

(a) Contract number/Purchase Order number or Delivery Order number
(b) Package number and set number (if any) of the container.
(c) A list of the contents which shows the quantity by item, item description, part number, type and size, unit of issue if other than each.

NOTE!
The government WILL NOT ACCEPT items shipped without a packing list especially when the content of the package is unidentifiable; rejected items will be returned at the contractor's expense.

INCOMPLETE DELIVERIES

Incomplete delivery refers to the incomplete shipment of a unit of issue of an individual contract line item (CLIN). Such Incomplete, or fragmented delivery of any part of a CLIN is not authorized and will not be accepted. Each item (CLIN), including all components and sub-

items, is to be delivered complete. Where sub-line items are reflected as component parts of an item, all sub-line items must be delivered simultaneously to form the complete item.

(End of Local Instruction)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.
(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed of the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and

subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

GS-856-09 Electronics Technician $25.32 per hour.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."----------

The Contractor shall insert the name of the substance(s).

(End of clause4)

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(a) Definitions. As used in this clause--

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

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

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

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 property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in

performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.
Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

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.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this cluase).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an ``as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under aragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as ``Government property)", are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as ``Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate
agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property

management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121\st\ day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words ``Government" and ``Government-furnished" (wherever they appear in this clause) shall be construed as ``United States Government" and ``United States Government-furnished," respectively.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far
http://www.dla.mil/j-3/j-3311/dlad/rev5.htm
http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS 48 CHAPTER 2 and DLAD CFR CHAPTER 2 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is

performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer

will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Performance Work Statement

Audio Visual Maintenance (AVM) at the Defense Media Activity
March ARB, CA, Alexandria, VA, and Fort George G. Meade, MD

HQ0028-10-C-0023

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1. Scope:

1.1 General: The overall scope of this contract is to provide Audio-Visual Maintenance (AVM) support services to the Defense Media Activity (DMA) at locations in California, Virginia and Maryland by providing all project management, qualified personnel, common tools, test equipment (including calibration) and transportation necessary to accomplish all requirements of this contract. AVM services include, but are not limited to corrective maintenance, preventive maintenance, and depot-level repair and support activities. DMA requires an innovative, integrated, flexible and effective management approach from the contractor who must provide technical support in a planned and coordinated manner to ensure that essential systems are ready to support user requirements at all times. The contractor will be required to minimize the impact of equipment degradation, failures, system problems or reprioritization of requirements on DMA operations. The wide variety of systems requires careful workload planning, cost management, and scheduling of resources to identify and resolve technical problems quickly and minimize the on-air impact to DMA. The AVM contractor shall provide systems engineering support to DMA that includes evaluating and analyzing the DMA global satellite, broadcast, and information technology networks. The AVM contractor shall install new and replacement equipment and systems and provide technical recommendations to the Government as requested by the COR.

1.1.1 DMA Mission: The mission of DMA is to provide comprehensive internal and external information to the entire DoD family through all available media. Communicate Secretary of Defense, Service Secretary and other DoD and Military Service messages and themes through the medium of print, the worldwide web, radio and television in order to support and improve quality of life and moral, situational awareness, and sustain readiness. Provide U.S. radio and television news, information and entertainment programming to military service members, DoD civilians and their families overseas, and on board U.S. Navy ships. The DMA for the purpose of this contract consist of the following subordinate organizations:

American Forces Radio and Television Service (AFRTS)

- Defense Media Center (DMC) / American Forces Network-Broadcast Center (AFN-BC)
- Defense Imagery and Multimedia Operations Center (DIMOC, Riverside).
- The Pentagon Channel (TPC)

1.2 DMC/AFN-BC: The contractor shall provide AVM support to the AFN-BC on a 24x7 schedule and DIMOC on an 8x5 schedule located at 23755 Z Street, Riverside, California. The AFN-BC currently consists of three primary worldwide satellite services: AFN Atlantic, AFN Pacific (SATNET), and Direct to Ships (DTS); three multiple-channel television master control rooms, four live on-air control rooms, a satellite antenna facility, television graphics design suites, television video editing suites, and television and radio programming and traffic departments to handle world-wide AFN network operations. DIMOC uses various format video recorders, editing suites, and computer platforms to perform analog and digital video replication and still photography replication and enhancement.

1.2.1 PROGRAMMING: The AFN-BC staff performs a wide array of post-production functions on programming acquired from sources including U.S. commercial and public broadcast networks, independent producers, and programming distributors. Promotional spots and interstitial materials are created for inclusion into any of the twelve televised channels and twelve radio channels. Some limited in-house production is performed for radio programming. The majority of data information is stored and forwarded or immediately forwarded with three data channels within the aggregate transmitted bit stream. All program material and information is distributed to DMA outlets and authorized users through a global satellite digital network or on duplicated media supplied under duplication contracts, whichever is most appropriate. DMA outlets further distribute this programming to their local audiences by means of standard AM, FM, TV, microwave, satellite, or cable TV transmission systems. In some cases, remote videotape duplication facilities use the satellite signals from AFN-BC to duplicate programming for use within a specific geographic area or to U.S. Navy ships and other deployed forces.

1.2.2 PROGRAM CONTENT: AFN-BC operates much like any other network broadcast center with two significant differences. First, the AFN-BC originates little of its own programming; typically only in-house promotions are originated at this location. Secondly, AFN-BC programming is totally free of commercial advertisement. Though the program material used by AFN-BC contains commercial advertising the commercial advertising material is removed before distribution and is replaced with DoD and other not-for-profit public service announcements (PSA's).

1.2.3 OPERATIONS: Both Radio and Television Operations departments operate on a 24 x 7 x 365 schedule. Qualified radio voice operators broadcast sport scores and game updates from an on-air control room. In addition, radio operators record and edit news features, interstitial material, and DoD and PSA announcements for later playback in any or all of the news and entertainment radio channels. Television operators record television program material from both satellite and fiber-optic feeds. Some television program material is shipped to AFN-BC from vendors in IMX, Betacam SP, D-2, or 1 inch tape formats. Recorded tape format programs are reviewed to identify start of message (SOM) and end of message (EOM) segments within a program in order to automatically de-commercialize and reinsert DoD and PSA's. There are currently twelve television channels: Atlantic Prime, Pacific Prime, News, Sports, Spectrum, Movies, Family, Xtra, Freedom, Pentagon Channel and Program guides (Atlantic and Pacific). Atlantic and Pacific are primary channels and with some material removed from the Pacific channel, the Korea channel is created. Due to the nature of the world-wide audience three of the channels, (Spectrum, Movies, and Family) are digitally delayed for two different time zones. The Pentagon Channel is fed pre-produced from Alexandria, VA and is not controlled by the Broadcast Automation Server (BAS) system except for input and output routing. The News and the Sports channels have a majority of the program material broadcast live from one of four manned television control rooms; board operators monitor the program live and insert DoD and PSA's to de-commercialize the event. There are two Program Guides showing an automated program schedule for the Atlantic and Pacific Regions. The TV broadcast automation system executes a program channel play list and automatically inserts DoD and PSA's in place of commercials on all channels but the Pentagon Channel. Satellite or fiber-optic fed program's are carried live or recoded, de-commercialized for quick turn around airing or achieved for later playback. Occasionally, any or all of the entertainment channels are simulcast with live sporting events or breaking news stories.

1.2.4 TECHNOLOGIST BRANCH OPERATIONS: The contractor operates the Technologist Branch, which provides direct Customer Service to DMA, affiliates and viewers around the world. The contractor shall provide helpdesk support, referred to as the "Technologist Helpdesk," to DMA audience members and other DMA operations located around the world on a 24x7x365 (Room 271, DMC, Riverside, CA.). Technologist Helpdesk assists with authorizing integrated receiver decoders (IRDs) through an internet based program (pvconnect.net) linked to the AFN-BC PowerVu system. The operation is located in room 271, which houses the PowerVu Graphical User Interface (GUI), an internet access computer, downlink monitoring, and the "Watch Dog" cue verification computer. Authorization requests are delivered via telephone calls, direct contacts, and e-mail to the AFN-BC technologist. A computer workstation is located in room 271 for e-mail request delivery and response. Customer Service reviews the customer's internet information, the appropriate data, and advises the customer of any incorrect data entry. Where internet access is unavailable or limited Customer Service assist customer's by making the web base entries in pvconnect.net. E-mail "Reply" or telephone response is sent to the respective organization when an IRD has been authorized. In addition, requests to verify authorization of IRD(s) are received from the same organizations and are handled in like manner as request for IRD authorizations with the exception of data entries. Request to remove (suspend) the authorization of an IRD is issued by the PowerVu System Administrator located at AFRTS.

1.2.5 TECHNICAL SUPPORT: The Technologist Helpdesk provides technical support to DMA affiliates and viewers. Technologist Helpdesk provides technical assistance identifying equipment requirements needed to receive the DMA satellite signal and provide support in the form of Cisco satellite receiver menu set-up, see example in attachment 6, satellite information for obtaining the DMA signal, see attachment 7 . Technologists calculate antenna pointing information (i.e., azimuth, elevation and polarization) using tools available on the public Internet. Additionally, Technologist's troubleshoot the worldwide satellite network to the uplink or downlink site experiencing technical difficulties. With feedback from monitors, affiliates, and viewers technologist contact domestic and international satellite gateways to determine reception and confidence return of the DMA signal from

the respective domestic or international satellite. Identified problems are communicated immediately to the Government's Operation department shift supervisor (Air Boss) and the COR. Technologists monitor the reduced service situation and provide regular updates until service is restored

1.2.6 BROADCAST MEDIA AND FORMAT: AFN-BC receives programming via a wide variety of media and formats including, but not limited to: IMX-2000, D-2, Betacam SP, U-matic, various digital video media fromats, audio on reel-to-reel, compact disc, audio cassette, cartridge, and various other digital audio media. In addition, the DMC receives programming and data information via fiber optic, telephone, data, and satellite circuits. Extensive in-house use of video and audio analog and digital equipment is used to produce, post-produce, and store programming in all of the above-mentioned formats and media types. The DMC utilizes' video and audio servers to store television and radio, long format, spot, and interstitial materials. In short, the AFN-BC is extensively committed to a wide variety of broadcast media, formats, and transmission types which are all used to provide programming to DoD personnel and their families overseas. The NMC-DTS receives media in all Sony and DVCPRO formats. The DIMOC receives media in the same variety of formats as AFN-BC and NMC-DTS but also includes still media in photographic negative, print, slide, and digital formats. The DIMOC is committed to the handling, storage, and reproduction of media for Government and commercial customers.

1.2.7 BROADCAST TRANSMISSION: The AFN-BC employs digital compression technology to condense twelve television, twelve radio, and three data channels into two satellite broadcast streams for worldwide broadcast operations into a service called SatNet (Satellite Network, Atlantic and Pacific). Two additional broadcast streams originating at the DMC use the same brand of compression equipment to transmit three video, three audio, and a 128Kbps data channel within each stream. These additional broadcast streams are transmitted to the Pacific Ocean Region (POR) and the Atlantic Ocean Region/Indian Ocean Region (AOR/IOR) for the U.S. Navy Direct-to-Sailor (DTS) program. The Army and AF-DTH does a similar re-packaging of DMC channels for their audiences by inserting local command information onto twelve unique channels originating from the AFN-BC. The combination of all four satellite services equates to thirty-five unique video channels originating from the AFN-BC for worldwide satellite distribution.

1.2.8 AUTOMATION: The AFN-BC television and radio operations are heavily automated with much of the switching, distribution, and routing operations controlled by a broadcast automation system. The automation system controls all recording (off-line) and playback (on-air) operations for radio, television, and data signal insertion. In radio and television operation areas, operators monitor and control signal levels and de-commercialize the program material for immediate re-broadcast. Television program materials that are scheduled for later re-broadcast are ingested into video servers and, for backup, onto Sony IMX VTR's. Radio programming from commercial sources have cue tones embedded within the audio streams to identify the spot breaks. These tones are used to remove or de-commercialize the programming and trigger the insertion of DoD or public service announcements. Some radio cue tones are retransmitted on AFN-BC broadcast streams for the use of AFN affiliate station spot insertion. Television program materials recorded for later playback are ingested into a broadcast automation system and their metadata is entered into a database identifying start-of-message and end-of-message of the television program segments. Post production areas use computer-assisted editing equipment and audio/video (A/V) tape machines.

1.2.9 EQUIPMENT: The A/V equipment to be maintained is generally commercial, off-the-shelf equipment. Although some of the equipment utilized has undergone modification to better support the AFN-BC mission, the vast majority is maintained and aligned in accordance with manufacturer's recommendations or de-facto industry standards, whichever provides for better performance. The age of most of the equipment currently in use ranges from approximately ten years to less than one year old. The Director of Engineering manages the lifecycle replacement plan and is the final authority for determining when equipment is replaced.

1.2.10 EQUIPMENT TECHNOLOGY: The predominate format used by AFN-BC for TV on-air play out is currently MPEG-2 from Harris Nexio AMP NX3601HDX video servers consisting of nine chassis with external SAN on-line storage on both air and protect channels, a pair of Isilon NAS on-line storage systems consisting of eight IQ6000i and nine EX 6000 chassis each, two Sony PetaSite digital tape archive systems using Front Porch Digital archive manager under Harris/Louth automation control and backup of selected media from IMX VTR's. The server also accomplishes ingest of program material for later use from satellite, and multiple tape formats, near-

line storage of archive television material (Sony PetaSite tape archive). Program material is also delivered by FTP and other Internet-based means using equipment like Telestream Clipmail or Pathfire servers. The automation system also controls an RF routing matrix for incoming signal reception, using an automation system to control operations. It also schedules all television channels, and track program material acquisition, rights, usage and kill dates. Collectively these automation systems are referred to as the Broadcast Automation System or "BAS". Radio currently operates a digital radio facility by switching among audio sources: purchased or gratis programming on tape and Compact Disc (CD), from producers/vendors; hard disk-recorded audio feeds; satellite; fiber; IP; and other telecommunication services. Radio operations also use a variety of playback equipment for production and support of its full-time radio formats. Radio gets these materials from a variety of sources and they are technically varied, ranging from analog to AES digital audio. Radio uses a Wegener audio tone encoder Binary Coded Digit (BCD) System to generate up to 15 unique cues for each radio channel. Radio program provider stations use cues or relay closures to control automated broadcast equipment at the AFN-BC. The foundation of the DTS system at the AFN-BC is the Grass Valley K-2 Media video server supported by the DVCPRO. The DIMOC uses a mix of 1 inch, Betacam SP, and VHS tape machines as well as server technology.

1.2.11 EQUIPMENT WARRANTIES: The contractor will be provided existing warranty information and will track those items under warranty coverage. The Contractor shall troubleshoot these systems when necessary and identify the defective system component or software and interact with the warranty providers to obtain technical assistance or obtain warranty repair. The contractor shall protect the interests of the Government by making repairs to keep the systems operational while working with the warranty provider. If necessary, the contractor will prepare for shipment and ship all equipment under warranty to the applicable vendor or manufacturer.

1.3 HQ DMA (Maryland): As a result of the 2005 Base Realignment and Closure Commission recommendations 141, TPC operations will be moving from Virginia to a newly built headquarters for DMA located at 6702 Taylor Ave, Fort George G. Meade, Maryland in 2011. Limited AVM support to the new HQ for DMA will be required beginning in November 2010 to support the initial build-up and installation of equipment and systems. HQ, DMA operations will consist of four television studios, four production control rooms each with an integral audio control room, 32 television editing suites which can double as graphics editing suites, two television finishing editing suites, three television master control rooms, one network operations room, one content management suite (includes duplication and asset management systems), one satellite antenna facility with multiple uplink and downlink antenna systems, one 20-person training suite, four audio voice-over booths, three audio design suites, and three television production vehicles. AVM support will be required on a 24x7 schedule tailored to meet the operational requirements of the Government staff. The Government staff will operate the facility between the hours of 0500 and 2100 Monday through Friday and operate a skeleton between 2100 and 0500 Monday through Friday and throughout all weekends and holidays. AVM support will be required at a average rate of once per week for all DMA field production missions that involve production vehicles

1.3.1 TPC (Virginia): The contractor shall provide AVM support to the Pentagon Channel (TPC) in Alexandria, VA on a 15-hour per day schedule from 5:00 A.M. to 8:00 P.M. Monday through Friday. AVM support will no longer be required at the Alexandria, VA operation after September 2011. Support for the removal of legacy equipment and cabling will be required at the Alexandria operation through March 2012. TPC-Alexandria operations currently consist of eight television editing suites, one small three camera television studio, one production control room, one television master control room, six graphics editing suites, 27 desktop editing applications, six electronic news gathering (ENG) crews, one audio production and design suite, and field production operations. TPC originates 90-percent of the interstitial programming that makes up a typical program day, which is then distributed over the various AFN satellite networks described elsewhere in this document. In addition to overseas distribution, TPC is transmitted over a domestic satellite and over the Internet at http://www.pentagonchannel.mil. Source material includes both commercial and DoD sources that are provided to TPC by satellite and fiber-optic circuits, public Internet, DoD Global Information Grid, and physical media.

1.3.1.1 PROGRAMMING: TPC staff performs a wide array of post-production functions on programming acquired from multiple sources. Promotional spots and interstitial materials are created for inclusion into TPC TV programming. All program material and information is distributed to DMA outlets through a global free to air satellite digital network (international and domestic) and streamed for downloading via the internet.

1.3.1.2 PROGRAM CONTENT: Programming content consists of original material produced by the TPC staff, live programming from the U.S. Department of State, U.S. Congress, Department of Defense briefings, and contribution material from DoD and commercial media sources.

1.3.1.3 OPERATION: The contractor shall provide AVM support to TPC operations at the Pentagon on an as-needed basis. TPC Pentagon operations currently consist of one small two-person television news bureau and one high-definition television control room. These operations require the AVM contractor to maintain four ENG systems, three desktop editing applications with the news bureau. TPC operations at the Pentagon are expected to continue throughout the life of this contract.

1.3.1.4 FIELD PRODUCTION: TPC also employs "live" or "live to tape" production techniques for special event coverage from several remote locations throughout the DC area. All production equipment is transported to on-site to fulfill the production requirements of the producer and director. Field productions can last as long as two weeks on location away from the work center to meet the desired production schedule. Additionally, TPC has the capability to uplink to a satellite anywhere in the world for backhaul purposes using the Norsat and BGAN systems.

1.3.1.5 BROADCAST MEDIA FORMAT: The TPC receives programming via a wide variety of media and formats including, but not limited to: BetaCAM-SX, BetaCAM-SP, DVD, XDCAM, XDCAM-HD, audio on reel-to-reel, compact disc, audio cassette, cartridge, and various other digital audio media. In addition, the TPC receives programming and data information via fiber optic, telephone, data and satellite circuits. Extensive in-house use of video and audio analog and digital equipment is used to produce, post-produce, and store programming in all of the above-mentioned formats and media types including local internal and external hard disk drive stand-alones and arrays, and network attached storage and archive devices. The TPC utilizes video and audio servers to store television and long format, spot, and interstitial materials. Editing platforms include but are not limited to AVID, Apple, and Adobe applications. In short, the TPC is extensively committed to a wide variety of broadcast media, formats, and transmission types which are all used to provide programming to DoD personnel and their families.

1.3.1.6 BROADCAST TRANSMISSION: The TPC On-Air Operations transmission path is via commercial data circuit to the Woodbine satellite uplink facility in Maryland. Woodbine uplinks TPC to AMC-1 for domestic reception by DMC, SRTV, Dish Network, cable TV providers, Networks, local broadcast stations, and other military and civilian customers for direct viewing and further distribution. TPC utilizes the fiber circuit to DMC as a backup transmission path and for special feeds. DMC records TPC fiber feed as a real-time backup and has the satellite transmission from AMC-1 as an alternate path source. In case of outage at TPC, the DMC can play out TPC programming from 12 hours prior. Woodbine can then switch to the DMA domestic satellite transmission thus restoring TPC domestic satellite service on AMC-1.

1.3.1.7. AUTOMATION: System assisted switching, distribution, and routing equipment is used for control of recording (off-line), playback (on-air) for audio, television, and data signals. Automation and microprocessor based equipment are integral to the operation and control of much of the facility's equipment and systems. A central local area network (LAN) serves playlist management from Sundance control systems to automate the On-Air television channel. Sundance servers are configured as a separate subnet on the broadcast network. On-Air playback is from Leitch Nexio servers and storage with control from Sundance. Recording into Nexio is from Sundance Prep Stations and media push from Apple and AVID Network Attached Storage and workstations. The Intelisat system operates automation control of routing feeds to the correct program input, provides start commands, and terminates operations as scheduled. Another computer-based system, Allegiance, controls rotation scheduling of interstitial material (spots) into the On-Air playlist. Production uses automated server-based products and services including news wire feeds from Associated Press (AP), news stories from CBS NewsPathNow, ControlAir (soon to be upgraded to Command) playlist for scheduling device playback for live productions, script writing, and teleprompter display and control.

Production and Post production areas use computer assisted editing equipment, audio/video (A/V) tape machines, XDCAM Decks, media disc drives, memory cards, network file transfer, graphics/stills, lower thirds, fonting, bugs, crawls, and animations. These areas also rely on Thunder, Deko (fxDeko, DekoCast, Deko Authoring, 3000 hybrid), ProTools, AVID NewsCutter XP, NewsCutter Adrenaline, Apple/MAC Final Cut Pro, and Adobe PhotoShop/AfterEffects/etc. These workstations may include local media storage and network storage. All must have continuous network access for media sharing and Newsroom collaboration.

1.3.1.8 EQUIPMENT: The A/V equipment to be maintained is generally commercial, off-the shelf, equipment. Although some of the equipment utilized has undergone modification to better support the TPC missions, the vast majority is maintained and aligned in accordance with manufacturer's recommendations or de facto industry standards, whichever provides for better performance. The age of most of the equipment currently in use ranges from approximately ten years to less than one year old. The Chief Engineer manages TPC equipment replacement using an equipment life-cycle replacement plan coordinated with DMA Chief Logistician. Equipment replacement for the TPC is managed through the DMA Logistic Branch. TPC is responsible for lifecycle replacement of their equipment.

1.3.1.9 EQUIPMENT TECHNLOGY: The device used by TPC for On-Air play out is Harris Leitch NEXIO video servers consisting of two Virtual Recorders used for on-air and backup to on-air. Selected media from tape may be used for play out directly to air based upon Operations' schedule, as a fallback from servers failures, or as a measure to allow for maintenance actions in the Master Control room and signal path. The VRs are controlled by Sundance automation system. The servers also accomplish ingest of program material for later use from satellite and multiple tape formats and on-line storage of long-form television material. It also schedules the television channel, and tracks program material acquisition, rights, usage and kill dates. The TPC uses a mix of Betacam-SX, Betacam-SP, Digi-Beta, XDCAM, XDCAM-HD and VHS tape machines as well as server technology. The Graphics department, Creative Services, hardware is primarily MAC based with XSAN (Apple Storage Area Network). Workstation are LAN connected using Ethernet and Fiber Network with bandwidth and user access and privileges managed through Active Directory (AD) VLAN (Virtual Local Area Network) architecture. TPC NewsCenter and Edit Suites utilize AVID Technologies NewsCutter Adrenaline editing workstations with 5TB local VideoRAID storage and Ethernet connected to an Enterprise Core Network for AD VLAN user access and permissions and bandwidth management to the AVID ISIS InterPlay, Network Attached Storage (NAS), 32TB fully mirrored, and StorageTek Archive. AVID desktop workstations also run NewsCutter XP, iNews, NCRS, Instinct and InterPlay. TPC Newsroom is connected by an SDI Router with Production supported with AVID Deko3000, Command, DekoSelect, Thunder, ISIS, AirSpace, and AirSpeed. The Enterprise core network framework is Cisco Layer 3 switches with 10 Gigabit Ethernet (10 G-e) fiber optic trunking from edge switches.

1.3.1.10 EQUIPMENT WARRANTY: The A/V maintenance contractor will be provided existing warranty information on all broadcast equipment and shall track those items under warranty coverage. The Contractor shall troubleshoot the system when necessary and identify the defective system component or software and interact with the warranty providers to obtain technical assistance or obtain warranty repair. The Contractor will sometimes act in the best interest of the Government to sometimes make repairs to keep the system operational working with the warranty provider to provide service of equipment. If necessary, the Contractor will prepare for shipment and ship all equipment under warranty to the applicable vendor or manufacturer. The Contractor will identify expiring warranties to the COR far enough in advance to allow purchase order processing time in cases where the Government chooses to extend the established/proposed warranty service plan. Warranty replaced equipment actions must be coordinated with the applicable Hand Receipt Holder by the Contractor for Inventory Control.

2.0 DEFINITIONS:

AFFILIATE RELATIONS. A Division within the Program Directorate of DMC who takes and responds to affiliate and viewer questions and complaints.
AFFILIATE. Affiliates re-broadcast the AFN satellite signal locally or regionally after inserting regional/local command information.
AFN. The American Forces Network, the group of various radio, television, and data streams that make up the services provided for by the DMC.
AUDIO/VIDEO (AV) EQUIPMENT. DMC, NMC-DTS, and DIMOC Audio/Video equipment generally falls into these two categories:
BROADCAST MAINTENANCE SCHEDULE (BMS). A schedule developed by the Contractor to show maintenance actions scheduled for specific end item equipment.
CENTRALIZED BENCH STOCK. This is the grouping of all individual repair parts into a secure, centralized location.
CONTRACT ADMINISTRATION. The performance of post-award functions related to the administration of the contract to ensure the terms and conditions of the contract are met. This includes all administrative activities (e.g., management, financial, etc.) associated with completing the tasks required.
CONTRACT OFFICER REPRESENTATIVE: In short, Contracting Officer Representatives (COR) are qualified individuals appointed by the Contracting officer (KO) to assist in the technical monitoring or administration of a contract.
DEE. Directorate of Engineering / Engineering Division. An e-mail address DEE within DMC.
END ITEM. This is a major piece or functional unit of equipment, for example, a video tape recorder or a compact disc player.
EQUIPMENT TO BE MAINTAINED. That Government property which is to be maintained under this contract and is peculiar to the mission of the DMC, NMC-DTS, TPC and DIMOC but is not provided as Government Furnished Equipment (GFE) via Sub-Hand Receipt to the Contractor. Examples of this equipment include, but is not limited to, video and audio servers, videotape recorders, audio tape recorders, satellite receivers, satellite antennas, video and audio production and distribution equipment, film to videotape transfer equipment, and all of those items listed as GFE, AVM under the DIMOC visual information support contract.
FIRST LEVEL MAINTENANCE. That maintenance performed by the Operator on a piece of equipment, whether fixed or portable. This maintenance includes cleaning, wiping, and routine operational checks of the equipment. The operator does NOT open any machines to perform any type of cleaning or wiping. The contactor would clean areas inside and behind console and equipment racks to maintain dust levels.
GOVERNMENT FURNISHED EQUIPMENT (GFE). Equipment or systems acquired directly by the Government or the Contractor using Government funds and identified to the Contractor as GFE for use in the performance of this contract. Examples include test equipment , computer workstations and communications equipment.
GOVERNMENT FURNISHED INFORMATION (GFI). Attachments which identifies the equipment to be maintained, equipment spares and spare subassemblies, and current spare parts and bench stock, to be made available to the Contractor, will be provided by the Government. Information on items such as technical manuals, applicable DMC Operational Guidelines (OG), DIMOC Standard Operating Procedures (SOP), and the DPAS database, for example, will be provided after contract award.
GOVERNMENT FURNISHED PROPERTY (GFP). The Government will provide the Contractor with the Government furnished property, including facilities, described in attachment 8 for use in connection with and under the terms of this contract.
HOLDING AREA. This is a secure area used to store ordered materials to support a specific work order/job order.
IRD. An Integrated Receiver Decoder whose identification is stored and authorized from the PowerVu PCC2000.
KO. The DMC Contracting Officer.
NCR. National Capital Region

MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS). A LAN-based, computer system which is operated and maintained by the Contractor and contains equipment maintenance and cost, and management information and data pertinent to the DMC, NMC-DTS, and DIMOC Audio/Video maintenance contract. The Government owned hardware and data that make up this system and will be provided as GFE to the Contractor.
MISSION EQUIPMENT. Mission equipment is that equipment determined necessary by the Government to accomplish the DMC, NMC-DTS, and DIMOC mission. One of two types of Audio/Video (AV) equipment.
PREVENTIVE MAINTENANCE. Maintenance performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences. Maintenance would include following the manufactures recommended cleaning, adjustment, and lubrication procedures or using best judgment creating procedures where none are available. Preventive maintenance would also include ensuring that environmental conditions that the equipment operates in are monitored for proper temperature and humidity levels.
PROPERTY ADMINISTRATION. The administration of the contract requirements and obligations relating to Government Property in the hands of the Contractor.
QUALITY CONTROL (QC). Establishing of a method whereby the Contractor can control quality and offer to the Government only those services that conform to contractual requirements.
REPAIR PARTS. Repair parts are electronic and mechanical components or sub-assemblies, including but not limited to spare printed circuit boards that are used to repair and troubleshoot an end item.

RESIDUAL AREA. This is a secured area used to store leftover materials from completed or canceled work orders/job orders. Leftover materials that are common to the Centralized Bench Stock will be placed in the bench stock and the stock inventory adjusted to reflect the added stock. No new items will be added to the Centralized Bench Stock without COR concurrence.
RESOURCE MANAGEMENT. Resource management is based on the concept of identification, planning, and scheduling of equipment maintenance and repair requirements.
SPARE. This is a duplicate of an end item or major component of an end item that is on-hand and available for direct exchange with a like item of equipment or component of an end item.

STANDBY SUPPORT. On-call audiovisual support provided by the contractor provided during non-normal working hours, on weekends and holidays. The contractor shall provide one audiovisual support technician who shall be available to respond to trouble calls from DMA personnel within two (2) hours. Standby support is required at DMC (California), TPC (Virginia), and HQ, DMA (Maryland). Not applicable to the DMA Maryland operation once 24x7 coverage becomes effective in 2011. Standby Support remains in effect for operations inside the Pentagon after DMA Alexandria is de-installed.
SUB-ASSEMBLY. This is a major component or piece of an end item of equipment.
SUPPORT EQUIPMENT. Support equipment is that equipment necessary to support the mission, such as test and evaluation, diagnostic, and repair equipment. One of two types of Audio/Video (AV) equipment.
TPC. The Pentagon Channel
TIERING. The processing of assigning a PowerVu decoder to a level of access that allows proper authorized material to be decoded.
VIEWER. A customer legally receiving AFN program material from satellite or through an affiliate re-broadcasting the DMC signal via satellite.

3.0 SCOPE (DMA):

3.1 GENERAL SCOPE OF WORK: The Contractor shall perform Audiovisual Maintenance (AVM) and Technologist Customer Service in support of the DMC (California) on a 24-hour per day, 7-days per week basis (24/7) and in support of the DIMOC (California) mission on an 8-hour normal workday (40-hour per week basis),TPC (Virgina) on a 15-hour per day basis with standby to cover off duty times and weekends, and HQ, DMA (Maryland) on a 24-hour per day, 7-days per week basis beginning in 2011. The actual start date for full-time AVM support to HQ, DMA will be determined based upon the actual construction schedule of the new facility. The

Contractor shall provide all labor, common tools, test equipment, including calibration, and transportation necessary; at contractor's expense, to maintain the DMC, NMC-DTS Control Room, AF Control Room, TPC, and DIMOC equipment and their support activities. Maintenance includes, but is not limited to, corrective, preventive, and depot level maintenance; support activities are defined within this PWS. The AVM Contractor shall provide legacy and new system and equipment engineering and installation support as approved by the COR; assist Government Project Engineer's in evaluating and analyzing the DMA/DMC global network or parts thereof; install new or replacement equipment or systems under the direction of the COR; provide recommendations on project installations to government personnel as requested by the COR.

3.2 AUDIO & VISUAL MAINTENANCE (AVM): All work performed by Contractor personnel shall be accomplished in accordance with this PWS, established procedures, instructions, and standards. Vendor and/or commercial data shall govern maintenance not covered by the aforementioned procedure, instructions and standards. Contractor shall coordinate with equipment user's for the purpose of scheduling equipment downtime to perform scheduled and unscheduled maintenance. During this period the Contractor shall complete all maintenance as well as operational checks and return equipment back to normal configuration prior to releasing equipment for use. The Contractor shall be particularly attentive to maintaining the integrity of warranties and guarantees. It is the contractor's responsibility to maintain all systems in a standard configuration as approved by the COR and keep a record of equipment configuration for PMI and troubleshooting reference. The Contractor shall maintain the equipment in a serviceable, operating condition by performing systematic inspections, tests, checks and services to detect, prevent, or reduce equipment operational deterioration/failure in accordance with industry and local established standards under this contract. The Contractor shall not make any configuration changes without prior approval of the COR. The Contractor shall immediately notify the COR and/or Chief Engineer or their representatives of any equipment malfunction, deficiency, unauthorized configuration changes that adversely impacts the broadcast mission, and off air situation or potential of being an off air situation. If the Contractor requires access to areas controlled by the government after hours, the Contractor will make arrangements through their local COR and carbon copy requests to the DMC COR.

3.3 TECHNOLOGIST CUSTOMER SERVICE: The Contractor shall perform Customer Service on a 24-hour per day, 7-days per week basis. Customer Service includes, but not limited to, web base entries associated with authorizing IRDs, suspend IRD authorization, confirm authorization or suspense of IRDs via e-mail to originator of request and DMC COR, and monitor AFN and TPC satellite return signals. When required confirm, cue transmission via Watch Dog computer, receipt and transmission of Stars and Stripes, and operation of the Program Guide computer. Equipment failure, absence of the AFN satellite return signal, or a portion thereof, or a degradation of signal quality shall be recorded continuously and submitted, via e-mail, to DMC COR for Government review at the end of each shift. Technologist Support includes, but not limited to, monitor AFN return satellite signals, receive telephone calls for technical assistance from affiliates and viewers, provide guidance with satellite antenna setup, satellite position, frequency, polarity, PowerVu IRD menu settings, telephone satellite gateways to confirm signal transmission, maintain record of event per shift, and submit shift records to Shift Supervisor and DMC COR. With feedback from monitors, affiliates, and viewers technologist contact domestic and international satellite gateways to determine reception and confidence return of the DMC, NMC and TPC signal/s from the respective domestic or international satellite provider. Any loss of the DMC, NMC or TPC signal/s shall be reported to the Shift Supervisor and the AVM technical staff immediately. The loss of any radio or TV service that last more than five minutes will be reported to the DMC COR or his representative immediately via telephone.

3.4 CONTRACTOR RESPONSIBILITY FOR NEW EQUIPMENT: The Contractor shall perform all maintenance, repair, and general support for all new AV systems and equipment purchased by the Government or by the Contractor as directed by the Government. The Contractor shall perform receiving inspections on new equipment, pre-engineering for installation of new systems or equipment as requested, installation and integration of new systems and equipment, and/or re-engineering, removal and re-installation of existing systems or equipment as directed by the COR. The contractor shall develop acceptable quality standards and preventive maintenance requirements (approved by the COR) for new equipment and systems. Upon receipt, an operational check of these systems and equipment shall be accomplished and appropriate entries shall be made to the MMIS (VimBiz) database. New systems and equipment will be inspected, checked and entered into the MMIS (VimBiz) database

within three working days after the contractor receives the systems or equipment from the Government. The AVM contractor will be provided the warranty information applicable to any new equipment. When necessary the Contractor shall interact with equipment manufacturers or vendors to obtain warranty repair. The Contractor shall prepare for shipment and ship all equipment under warranty to the applicable manufacturer or vendor with notification and approval of the COR.

3.5 REPLACEMENT EQUIPMENT: The Contractor shall be responsible for the installation and testing of all new and/or replacement equipment, to include integration within existing systems, as directed by the COR. The contractor shall provide an individual that will attend meetings as requested by the COR for the purpose of providing input about legacy systems to aid in new and existing project requirements.

3.5.1 EQUIPMENT REPLACEMENT RECOMMENDATIONS: The Contractor may make appropriate recommendations for equipment replacement; new equipment and systems. This does not preclude the Contractor from making recommendations to the Government for the replacement or modification of equipment and systems, Government facilities, or changes to procedures in use or required by the Government; however, such changes will not be implemented until approved by the Government.

3.5.2. REPLACEMENT OF GFE: The Contractor shall submit a request to the KO for replacement of Government Furnished Test Equipment after determining that replacement is needed. After receipt of such a request, the KO will determine whether the replacement is required and whether the Government or the Contractor will purchase the replacement. If the Contractor is directed to purchase the replacement, an equitable adjustment in the estimated contract price will be negotiated.

3.6 MAINTENACE OPERATING PROCEDURES: The Contractor shall establish written Maintenance Operating Procedures that govern the periodic inspection and schedules for preventive maintenance of all equipment covered under this contract. The Contractor shall utilize the existing Government approved Maintenance Operating Procedures currently in use by the out-going Contractor pending review and approval of Contractor-developed procedures. It shall be the Contractors' responsibility to review the provided procedures, establish replacement written procedures, if necessary, and provide them to the COR for review and approval not later than 90 days after the end of the transition period. Subsequent changes to any Maintenance
Operating Procedure shall be submitted to the COR for review and approval.

3.7 ACCEPTABLE PERFORMACE STANDARDS: The Contractor shall adhere to broadcast, electronics and industry standards in the performance of the requirements under this contract. The technical performance specifications established by the original equipment manufacturer shall be the minimum acceptable quality level for equipment maintained hereunder.

3.8 CONFIGRUATION MANAGEMENT: The Government will retain configuration management authority over equipment hardware and systems integration. The Contractor is encouraged to provide input on equipment hardware and systems configuration and integration that better utilize legacy and future equipment and systems. Any change to any configuration must be approved by the COR and documented by the contractor including an update to the government representative's copy and to a backup copy maintained in a secure area of the Contractor's facility. Critical systems and data files shall be backed up at a minimum weekly and all other system configuration and data files at least monthly.

3.9 SPECIAL EVENTS SUPPORT: The Contractor shall provide all necessary technical, maintenance, and repair support for all DMC, NMC-DTS, and DIMOC special events within metropolitan Los Angeles, California. This includes, but is not limited to, conferences, seminars, training sessions, military formations, and official DMC, NMC-DTS, AF, and DIMOC official events. Such support includes, but is not limited to, equipment delivery, set-up, and continuous technical support for the duration of the event, equipment tear down, and the return of equipment to the DMC. The Contractor shall provide all necessary technical, maintenance, and repair support for all DMA and TPC special events within National Capitol Region (NCR). This includes, but is not limited to, conferences, seminars, training sessions, military formations, and official TPC events. Such support includes, but is not limited

to, equipment delivery, set-up, and continuous technical support for the duration of the event, equipment tear down, and the return of equipment to the DMA. Special events may require multiple days travel outside the NCR.

3.10 RESPONSE TIMES: The response times listed below are identified by category and are required in order to ensure that the DMA delivery requirements can be met. The DMC COR will establish categories for the DMC, and DIMOC Quality Assurance Evaluator (QAE) will establish categories for each action in consultation with the DMC COR. Any adjustments, extensions, or modifications to assigned action categories shall be coordinated and approved through the appropriate process holder. TPC response times shall be the same as those defined for the DMC.

3.10.1 DMC:

3.10.1.1 ROUTINE: There is no immediate impact on mission requirements. The Contractor shall respond within 12 hours of notification. Preventive maintenance falls under this category unless the DMC COR requests a higher priority.

3.10.1.2 PRIORITY: There is potential impact on mission requirements. The Contractor shall respond within 1 hour of notification. Corrective actions must be accomplished to avoid possible emergency conditions such as a loss of signal.

3.10.1.3 EMERGENCY: There is an immediate impact on mission requirements such as loss of a signal. The Contractor shall respond immediately upon notification or discovery of the condition. Corrective actions must be expedited and completed at the highest possible priority.

3.10.2 DIMOC RESPONSE TIMES:

3.10.2.1 ROUTINE: There is no immediate impact on mission requirements. The Contractor shall respond within 24 hours of notification by the DIMOC QAE. Work shall be completed within 10 workdays after receipt of notification. Preventive maintenance falls under this category unless the DIMOC QAE requests a higher priority.

3.10.2.2 PRIORITY: There is potential impact on mission requirements. The Contractor shall respond within 4 hours of notification by the DIMOC QAE. Work shall be completed within 3 workdays after receipt of notification.

3.10.2.3 EMERGENCY: There is an immediate impact on mission requirements. The Contractor shall respond within 1 hour of notification by the DIMOC QAE. Work shall be completed within 24 hours after receipt of notification.

3.11 TECHNOLOGIST BRANCH RESPONSE TIMES: Assistance for Integrated Receiver Decoder (IRD) authorization shall be as soon as possible based on the following order of priority: AFRTS-HQ, HQ USAREUR, U.S. Navy's Fleet Support Detachments, FSD, deployed military units, direct-to-home viewers. AFRTS-HQ and the requesting agency are notified once an IRD or a list of IRDs has been authorized. Technical support is provided as calls are received or based upon priority when multiple requests are received.

3.11.1 TECHNOLOGIST TECHNICAL SUPPORT PRIORITY: Technical support request received from multiple sources at the same time are prioritized and handled in the following manner: When the support telephone is busy incoming calls are transferred to Operations and answered by Operation's personnel who notify Technologist Section. Priority is based upon the nature of the request and size of viewing audience. The affiliate with the most dramatic loss and affecting the largest number of viewers will have priority. A dramatic loss of an entire signal service can override an affiliate with a greater number of viewers as in the following example: Individual channels are restored following complete loss of signals. The primary signal is Atlantic SatNet, secondary is Pacific Direct to Home (DTH), and the final is NMC-DTS. Within the SatNet and DTH signals the Pentagon channel has first priority followed by: Atlantic, Pacific, News, Sports, Extra, Spectrum, Movie, Family and finally the Program Guide channel. Technical Support notifies the Operations shift supervisor "Air Boss" when a loss of the signal is experienced by a DMC affiliate.

3.12 PERSONNEL QUALIFICATIONS: The Contractor shall maintain on site sufficient qualified management, administrative, and technical personnel to ensure satisfactory contract performance 24/7 days a week where required by the PWS. The KO reserves the right to require proof of experience and sufficient knowledge for all management and technical personnel. The Chief, Broadcast Engineering of the DMC and DMA government representative will review the technical education and experience of proposed new hire employees, the level or grade at employment commencement under this contract for their area of responsibility, and any changes in the level or grade of technical personnel during the contract and provide recommendations to the KO. The Government will not validate the resume statements for accuracy.

3.13 PERSONNEL HOURS: The Contractor shall maintain a sufficient number of technical personnel of technical competence to maintain a complex, broadcast facility and all on-air broadcast channels 24 hours a day, every day of the year in accordance with this PWS. The contractor shall manage daily duty schedules to ensure an adequate staff is on site each day and each shift as required to meet the PWS requirements. The Contractor shall provide an electronic copy of the Duty Roster and list of Contact Numbers to TPC Chief Engineer.

3.14 PERSONNEL CLEARANCE: The Contractor shall not employ any person on-site at DMA and operations locations in the NCR who is not cleared for access to the Pentagon.

3.15 ON-SITE MANAGEMENT: The contractor shall provide an on-site supervisor that has decision making authority in every area of contract performance, including, but not limited to, decision making in areas such as diagnostics, maintenance and repair, scheduling, purchasing, and other management support functions. This person shall have a technical background and be fully capable of overseeing the execution of the requirements of this PWS and providing technical assistance to the maintenance staff as needed. This person shall maintain close coordination with the COR or appointed representative.

3.16 RESERVED:

3.17 DRAWINGS AND BLUEPRINTS: Drawings maintained by the Contractor for broadcast equipment and system configuration shall incorporate a drawing tree for quick reference and identification of the more detailed drawings. The contractor shall maintain two copies of broadcast equipment and system configuration drawings in the following locations: the master set of drawings in contractor's technical work area, and a second copy in room 261 at the DMC and DMA Network Operations Center (NOC). Drawings and their copies will be updated when drawing revisions have been finalized. Only the master set of drawings will have pen and ink changes to identify intermediate changes until a revision is issued. All equipment changes will be approved by the government (COR, Chief Engineer) before work is accomplished and signature approval on master drawings. DMA - NCR requires continuous Drafting Support including Broadcast Information Technology systems drawings. The Contractor shall provide full time on site Draftsman (Monday-Friday, 40 hours per week) drawing support at both DMC and DMA.

3.18. DRAWING SUBMITTAL PROCESS: The Contractor shall develop a drawing change and submission program. The contractor shall develop the change program to comply with the requirement of this contract and submit their procedures to the KO via the COR for review and approval. The final approving authority for all DMC drawings will be the Chief, Broadcast Engineer and the DMA Chief of Maintenance.

3.18.1 FACILITIES DRAWINGS: The Contractor shall provide facility drafting support to maintain as-built drawings of architectural, electrical distribution, plumbing, mechanical, and air conditioning and heating. The Contractor will establish a drawing tree for quick reference and identification of the more detailed drawings. The Contractor will receive drawing changes from the Government's facilities engineer through the COR to update as-built drawings. Facility drawings will be maintained in a location as directed by the Government's plant engineer and updated with revisions as required.

3.18.2 INFORMATION TECHNOLOGY DRAWINGS: The Contractor shall provide Information Technology (IT), drafting support to document local area networks, network segments, server location, and network segment

identification for the DMA, DMC and DIMOC. The Contractor shall establish a drawing tree for quick reference and identification and location of more detailed drawings. One set of IT drawings will be maintained in a room designated by the IT division manager at DMA and DMC. The Contractor will receive drawing inputs and changes from the IT division manager through the COR.

3.19 MINIMUM BENCH AND STOCK LEVELS: At the start of the contract, the Government will provide the Contractor with an accounting of the existing stock of spares; sub-assemblies and repair parts listed in Attachments 2a, and 2b (updated during phase in period, provided for planning purposes only). The government provided VimBiz shall be used to track, control, and re-supply the inventory of spare equipment, sub-assemblies, and repair parts. This material is considered necessary to ensure uninterrupted operations of the DMC, DIMOC, and TPC. The Contractor shall ensure that established minimum stock levels are on hand at all times. As bench stock is used by the appropriate units' funds shall be charged for bench stock replenishment. The Contractor shall obtain written approval from the COR prior to changing any stock level of spares, sub-assemblies, and repair parts. Written approval can be in the form of e-mail from the COR. Sub-assemblies, including printed circuit boards, shall be repaired as soon as possible after they are found to be defective, but have a lower repair priority than mission equipment. The Contractor shall propose an annual budget estimate for repair parts and bench stock based upon the equipment inventory and spare parts inventory attachments.1a, 1b,1c 2a, and 2b.

3.19.1 MATERIAL AND STOCK LEVEL CONTROL: This task involves the control of audio and video maintenance supplies and materials. Under this task, supplies and materials are differentiated from equipment end-items, the control of which is covered elsewhere in this document. The main function of this task is to process requests for material, monitor status of requirements, and provide information on availability of materials. The Contractor shall operate a material control system. In addition, the Contractor shall:

3.19.2 SUPPLY ACCOUNTING SYSTEM: Establish and maintain an approved supply accounting process through the government provided management system (VimBiz) for full control, issue, receipt, ordering, and inventory of all supplies and materials used in conjunction with this contract as it pertains to DMA, DMC, NMC-DTS,DIMOC, and TPC.

3.19.3 AUTHORIZED EXPENDITURES: The material identified herein shall be expended only on authorized work orders or job orders.

3.19.4 ESTABLISHMENT OF HOLDING AREA: Establish and control a holding area. The Contract shall established a separate holding areas for equipment awaiting maintenance (AWM) and for equipment awaiting parts (AWP). The Contractor shall make a detailed periodic review, at least quarterly, to ensure that only valid material orders are on hand. Material in the holding area shall be marked or tagged to identify the maintenance action or project the material is associated to.

3.19.5 ESTABLISHMENT OF BENCH STOCK AREA: Establish a centralized bench stock area located within the Government provided maintenance area as approved by the COR.

3.19.6 MAINTENANCE OF STOCK LEVELS: Establish, revise, add, and delete special stock levels not justified by consumption data with approval from the COR.

3.19.7 INSPECTION REQUIREMENT: Inspect incoming supplies and equipment for damage, serviceability, completeness, and identification, and take necessary action to correct deficiencies. After inspection of the material place the incoming material in the designated area to which it belongs, i.e., bench stock, holding area.

3.20 INTERFACE BETWEEN CONTRACTOR AND GOVERNMENT: The primary technical interface will be between the Contractor and the COR, Alternate Contracting Officer's Representatives (ACOR), Quality Assurance Evaluators (QAE), and operational managers. To assist the KO and COR the QAE will monitor performance under this contract in accordance with the Performance Requirements Summary (see Attachment 3)

3.21 VEHICLE REQUESTS: The contractor shall provide all vehicles to perform this contract with the exception of special purpose vehicles. The Contractor shall direct requests for special vehicles such as Satellite Backhaul Truck, Field Production Vehicles, forklift, bobcat and man-lift usage to the COR. Contractor employees designated to operate special purpose vehicles shall possess Occupational Safety and Health Administration, OSHA, and other certification as required for the equipment operation for instance, local and state certification requirements. The Contractor's on-site support personnel are authorized and may be required to drive Government Owned Vehicles (GOV) but must coordinate availability with the vehicle dispatcher in advance.

3.22 GOVERNMENT FURNISHED PROPERTY/SERVICES:

3.22.1 UTILITIES: The Government will provide common utilities (water, heat, facility air conditioning, and electric power).

3.22.2 TELECOMMUNICATIONS: The Government will provide telecommunications services, PC's, printers and duplication as currently exist at the DMC and TPC. The Contractor shall ensure that these systems are used for official use only e.g. parts/vendor research. The use of Government telecommunications services is subject to monitoring and control by the Government. If the Contractor desires relocation of Government provided telecommunications equipment, such relocation shall be subject to approval of the COR.

3.23 CONTRACTOR'S GENERAL RESPONSIBILITIES:

3.23.1 COMPLIANCE WITH LOCAL DIRECTIVES: The contractor shall ensure all employees are aware of and comply with all local directives listed in and DMA Operating Instructions.

3.23.2 GENERAL MANAGEMENT: The Contractor shall develop organizational procedures and practices to ensure Government resources are efficiently and effectively managed and utilized. The Contractor shall ensure that Government property and other assets are safeguarded against waste, loss, unauthorized use, or misappropriation. The Contractor shall provide courteous, professional service to all personnel.

3.23.3 TOOLS AND TEST EQUIPMENT: The Contractor shall provide any additional tools or equipment not provided by the Government. Such items may consist of: basic hand tools, common test equipment, personal protective devices (respiratory and cartridge face shields, chemical splash goggles, rubber aprons, rubber gloves, etc.) required to perform the maintenance requirements of the PWS. The Contractor shall furnish toolboxes and containers for the storage and safekeeping of such tools/equipment. The government will provide all high end tools and test equipment such as oscilloscopes, spectrum analyzers, signal generators, logic analyzers, video test, radio test, and network monitoring /optimization. Tools, test equipment, and materials charged to the Government will remain the property of the Government upon completion of contract performance.

3.23.4 UTILITIES CONSERVATION: The Contractor shall ensure the most effective and efficient use of utilities to conserve energy and financial resources in its day-to-day activities at the work sites. Programs on the prudent consumption of utilities shall be initiated and continued to ensure that utility usage by Contractor personnel does not exceed actual requirements or imposed limits.

3.23.5 JANITORIAL: The Contractor shall be responsible for cleaning their assigned offices, maintenance shops/work areas outside maintenance shop, and storerooms. All areas the Contractor occupies shall be left in the same physical and orderly condition as before the Contractor occupied or used the area. The Contractor shall provide all material and supplies required to affect such efforts. The Government will provide janitorial services for those areas that are not the Contractor's responsibility.

3.23.6 RESERVED:

3.23.7 PERMITS: Contractor shall obtain all appointments, licenses, certifications, and permits required for the performance of its responsibilities hereunder. In doing so, the Contractor shall comply with all applicable Federal,

State and Local laws or regulations. Evidence of such shall be provided to the Contracting Officer prior to commencing work.

3.23.8 REPAIR PARTS AND CONSUMABLES: The Contractor shall be responsible for researching and acquiring all repair parts and consumables required to effect repairs of the equipment. (see paragraph 9.6.3.4)

3.23.9 EQUIPMENT INVENTORY: A 100% Sub-Hand Receipt inventory will be conducted by the contractor on an annual interval. The contractor will be provided by the government a list of Sub-Hand Receipt items to be inventoried that equate to 25% of the total contractor's Sub-Hand Receipt. The contractor shall return a signature copy to the COR verifying that the inventory has been accomplished within ten business days of receipt of equipment items to be inventoried. The contractor will notify the government immediately if equipment can't be located and a written report detailing known history of the equipment.

3.23.10 JOB CONTROL SYSTEM: The Contractor shall maintain a Job Control System (VimBiz). The Job Control System provides specific information to the COR on current scheduled or unscheduled equipment maintenance actions. The Job Control System shall include, but is not limited to: equipment status, calibration cycles, specific corrective actions, usage of stocked repair parts and spares, and accounting of repair parts purchased by the government. The
Contractor shall monitor job status to ensure timely repair of assets and for system derogation, which may impact mission requirements caused by job actions.

3.23.11 DEFENSE PROPERTY ACCOUNTING SYSTEM (DPAS) INTERFACE AND METADATA SHARING: DPAS is the government's official property accountability system and is maintained by government personnel. The Contractor shall document all property changes in VimBiz for direct correlation with DPAS accountability records i.e. keeping the two databases in sync. These changes include but not limited to items that have been added, deleted, moved from location, and shipped for repairs.

3.24 ENGINEERING DESIGN, ANALYSIS, AND EVALUATION SUPPORT: The Contractor shall coordinate and/or provide engineering design, analysis, and evaluation support to the DMA and DMC Government Project Engineers and DIMOC in connection with the purchase of new or replacement systems and equipment or other capabilities as directed by the COR.

3.24.1 ENGINEERING INSTALLATION OF NEW SYSTEMS: The Contractor shall install and/or coordinate the installation of new systems or components purchased by the Government for installation at DMA and DMC. Coordination of the installation of new systems shall include, but not limited to, identifying blocks of audio/video/data/control cable numbers using DMA, DMC, DIMOC and TPC cable numbering standard; wiring to demarcation of new system; cable length calculations, coordination of system installation with the vendor; and testing of the system within the broadcast plant.

3.24.2 TRAINING: The Contractor shall identify required training on new technology, equipment, and systems including the number of seats annually.

3.25 EMERGENCY FACILITIES SUPPORT: The Contractor shall provide support for facilities related emergency problems that occur outside of normal DMC and TPC working hours. The support is expected to be limited to the abilities of the contractor's personnel on-duty at the time of the emergency situation and entails restarting chillers, air-conditioning units, resetting UPS systems, circuit breakers, or opening or closing isolation valves.

3.26 CONTRACTOR MAINTAINED TECHNICAL LIBRARY: A library of equipment manufacturer operation and technical manuals, operating system's software and application software will be provided to the Contractor. The library does not contain an operation and/or technical manual for every piece of equipment or model at DMC, NMC-DTS, DIMOC, and TPC nor may it be necessary. The Contractor shall purchase those operation and/or technical manuals when necessary for equipment operation and maintenance. In addition, the Contractor shall purchase replacement manuals when necessary for manuals showing signs of excess wear and tear. Manuals purchased by the

Contractor shall be placed into the Government library and maintained accordingly. The Contractor shall maintain the library on-site. This includes keeping all manuals updated and current in accordance with manufacturers' recommendations. All technical orders, publications, and documentation of historical data and major repairs shall be updated within 15 days of receipt.

3.27 CONTRACTOR RESPONSIBILITY FOR SAFETY: The Contractor shall comply with all federal, state, and local safety standards, practices, and ordinances, and shall comply with all safety requirements set forth elsewhere herein. The Contractor shall maintain current Material Safety Data Sheets (MSDS) for products used on this contract and within the work area. Additionally, a copy of the MSDS shall be provided to the COR for inclusion in the building's Fire Marshall MSDS binder.

3.28 EXISTING DATA: The Contractor will be provided with copies of existing maintenance schedules, equipment lists; spare part stock lists, drawings, cable lists, and other data on hand. This information will be provided in printed or electronic copy data record form. Data records will be provided as part of the existing VimBiz. It shall be the Contractor's responsibility to maintain, update such records, and back-up data records for casualty recovery. This data is provided for information only and does not relieve the Contractor of the responsibility for performance in accordance with the terms of the contract.

3.29 REPORTS: The Contractor shall provide the COR with reports, as described herein, which provide details and status of planned and ongoing equipment maintenance, repair, and other job activity:

3.29.1: RADIO &TV SHIFT REPORTS: The Contractor will be provided an electronic copy of all Technologist, Radio and TV Shift Reports. The contractor shall provide an e-mail reply to the local COR responding in detail on all maintenance action that appear in the Technologist and Radio and TV Operations Shift Report before 07:30 Monday – Friday; all weekend reports shall be delivered on the following Monday before 07:30.

3.29.2 FAILED PREVENTITIVE MAINTENANCE REPORT: A monthly report of all preventative maintenance inspections that were not completed as scheduled shall be made in the first week of the month following and delivered to the COR in electronic form via e-mail. The report will include, but not limited to, identification of the equipment, type of maintenance, scheduled date, job control number, reason why PMI was not completed and an estimated time of completion.

4.0 APPLICABLE COMPLIANCE DOCUMENTS: The Contractor shall comply with all requirements of all documents referenced in this contract, unless prior written approval for noncompliance is obtained from the Contracting Officer (KO).

5.0 CLEARED CONTRACTOR : Contractor will be required to work on equipment that may have information classified as "confidential", or "secret" playing, recorded or loaded. The Contractor is required to comply with FAR 52.204-2 security requirements to include complying with the Security Agreement (DD Form 441), and the National Industrial Security Program Operating Manual (DoD 5220.22M) and any revision to that manual, notice of which has been furnished to the Contractor. DIMOC requires Secret Clearance. The Contractor shall maintain cleared personnel. See Attachment 9.

6.0 PHASE-IN PERIOD:

6.1 PHASE-IN PLAN: The Contractor shall perform in accordance with a phase-in plan submitted as part of his proposal and approved by the Government. The phase-in period shall not exceed 15 days. During this phase-in period, the Contractor shall have representation on-site for the purpose of orientation and briefing by the former contractor. The Contractor shall ensure that a smooth transition occurs such that contract performance can commence at the end of the phase-in period without personnel or assistance from the out-going contractor. All Contractor personnel assigned to this contract shall be present or available on or before expiration of the phase in period.

6.2 PHASE-IN PLAN VARIANCE: The Contractor shall perform in accordance with the approved phase-in plan unless otherwise directed by the Contracting Officer.

6.3 PHASE-IN ASSISTANCE: During the phase-in period, the Contractor may expect assistance from the out-going contractor or the Government or both in the following areas:

6.3.1 PLANNED PROJECTS: Familiarization with current and planned projects, equipment installations, equipment upgrades modifications, removals, relocations, and former contractor's engineering and configuration recommendations.

6.3.2 PHASE-IN TRAINING: During the phase-in period, the Contractor may expect assistance from Government personnel and out-going Contractor personnel with the installed equipment and training on the use of the following systems: PowerVu, PCC 2000, system and database, suspending IRD authorization, PVConnect.net web base IRD authorization program, DMA Satellite Network, Electronic Program Guide, KenCast System, Offut Weather Computers and transmission path, Watch Dog cue recording system, Government provided computer hardware, and e-mail system.

6.4 PHASE-IN INVENTORY: The Contractor shall, jointly with the Government and the out-going contractor, inventory all equipment, systems, and sub-assemblies during the phase-in period. To ensure the smooth transition and accountability for all Government Property, the Government will secure custody of all Government Property from the out-going contractor upon completion of the inventory, and subsequently Hand Receipt equipment, systems, and sub-assemblies to the incoming Contractor via signed Hand Receipt generated from the government's official record (DPAS). Another joint inventory will be conducted 90 days prior to the end of the contract to ensure proper accountability during the life of the contract.

7.0 TRAINING:

7.1 TRAINING FOR CONTRACTOR PERSONNEL: Training for Contractor personnel on new equipment purchased by the Government, or by the Contractor as directed by the Government, will be provided as approved by the KO. However, this does not relieve the Contractor from the responsibility of ensuring that an adequately trained technical staff is available at all times. The Contractor shall submit a Training Plan annually to the KO for review and approval. The Contractor shall provide operator training and equipment familiarization training to designated personnel as directed by the COR on new and legacy equipment and systems.

8.0 QUALITY CONTROL:

8.1 QUALITY CONTROL PROGRAM: The Contractor shall provide the Government a QC program that is designed to ensure the Contractor meets all of the requirements of this contract. The QC program shall ensure AQL's for the equipment being maintained under this contract are met. The QC program shall be developed and tailored by the Contractor for this contract and provide the program to the KO for review and approval.

8.2. NEED FOR QUALITY: Quality control shall be inherent in all other tasks required in this contract, but special emphasis shall be placed on the maintenance and repair of AV equipment. The Contractor shall develop and implement a QC program which, as a minimum, includes:

8.2.1 QC PROGRAM SCOPE: Application of the QC program to all areas of the contract.

8.2.2 QC SYSTEM: A systematic method of meeting required AQL's that are planned, developed and implemented in conjunction with an overall AVM effort.

8.2.3 QC INSPECTIONS: A system that detects, prevents, corrects, and reports all areas not conforming to the QC program. Non-conformances shall include actual and potential defects in workmanship and procedures and detrimental trends in workmanship and procedures that could result in unsatisfactory services by the Contractor or in the performance of equipment or both. A system shall be established which ensures that unsatisfactory services are

documented and the details of planned and ongoing corrective action are made available to the Government upon request.

8.2.4 QC DEFICIENCIES: A system that ensures the Contractor responds to Deficiency Reports immediately and deficiencies corrected by a time established by the COR.

8.3 TEST EQUIPMENT: The Contractor shall maintain all measuring, test equipment, and test devices and request replacement.

9.0 MANAGEMENT REQUIREMENTS: The Contractor shall provide overall management of the Contractor's operation including Contract and Operations Management, Contract and Property Administration, and Financial Management.

9.1 CONTRACT MANAGEMENT: The Contractor shall designate and locate at DMC an on-site Program Manager (PM) with responsibility only for this contract, which is empowered to make and implement all decisions regarding the performance of this contract. The on-site PM shall have independent authority for all contract matters and shall be at the DMC facility during normal business hours. Normal business hours range from 0600 to 1700 and accommodate flexible hour schedules. The Contractor will confer with the Government to establish a workweek that meets the Governments needs while allowing flexibility.

9.2 PRINCIPAL RELATIONSHIPS: This task covers the management of the entire contract, and therefore includes interface with all facets of DMA, DMC, NMC-DTS, DIMOC, and TPC functional managers, key staff managers, and their administrative support staffs. The Contractor's primary contact will be with the KO, COR, Alternate COR, and QAE personnel. The Contractor, at the request of the Government, shall attend meetings and provide appropriate input of a technical nature relating to systems and equipment planning, for both existing and future requirements of the DMA, DMC, NMC-DTS, DIMOC, and TPC.

9.2.1 MANAGEMENT SCOPE: The Contractor shall provide management of every area of contract performance, including, but not limited to, management in areas such as diagnostics, maintenance and repair, scheduling, purchasing, and other engineering management support functions.

9.2.2 OBJECTIVE EVALUATION: The Contractor's performance of this contract will be evaluated by the Government based upon the overall performance in meeting the specifications set forth in this contract including any amendments or changes hereto (See Performance Requirements Summary, attachment 3). The management efforts accomplished under this task set the policies, procedures, and general tones for the operation of the contract.

9.2.2.1 CONTRACTOR EVALUATION. The Contractor's performance of this contract will be objectively evaluated at all times by the Government based upon the overall performance in meeting the specifications set forth in this contract including any amendments or changes hereto.

9.2.3 QC INSPECTIONS: The Contractor will be inspected by Government Quality Assurance Inspectors and the COR on specifications set forth within this contract. A copy of any inspection or evaluation indicating a contract deficiency will be forwarded to the Contractor for corrective action.

9.2.4 DEFICIENCY CORRECTION REQUIREMENT: Correct deficiencies within 48 hours of receiving a copy of an inspection or evaluation deficiency report. Notify the COR within the 48 hours if any deficiency can not be corrected within the established time frame because required parts are not available or of other circumstances beyond the Contractor's control. Based on the circumstances experienced by the Contractor the COR will established a time frame for the correction of the deficiency. Re-open the original job order, if applicable, and document the deficiency and the corrective action on the original job order.

9.3 KEY MANAGERIAL RESPONSIBILITIES: The Contractor shall develop an organization, procedures and practices to ensure that:

9.3.1 EFFECTIVE MANAGEMENT: Resources are efficiently and effectively managed and utilized.

9.3.2 MANAGEMENT OF COST: Obligations and costs are in compliance with applicable laws and contract provisions.

9.3.3 SAFEGUARD OF ASSETS: Funds, property, and other assets are safeguarded against waste, loss, unauthorized use, or misappropriation.

9.3.4 RECORDING OF EXPENDITURES: Expenditures applicable to this contract are to be properly recorded and accounted for. The Contractor shall keep expenditures individually for the DMC, DIMOC, and TPC recording costs associated with each separately and also providing a sum of total expenditures.

9.4 OPERATIONAL GUIDELINES (OG's) and STANDARD OPERATING PROCEDURES (SOP'S): OG's and SOP's will be provided at the beginning of the contract. The Contractor shall ensure that Contractor employees are familiar with and comply, as appropriate, with all OG's and SOP's.

9.5. QC TASKS. Establish a QC function to continuously evaluate the efficiency and effectiveness of all areas of operation to assure the optimum utilization and control of resources.

9.5.1. EFFICIENCY: Coordinate all areas to ensure effective communication and efficient use of resources.

9.5.2 COORDIATION WITH GOVERNMENT: Coordinate with DMC and DIMOC technical personnel to ensure effective communication and to assure smooth contract interface.

9.5.3 IMPROVEMENT: Recommend and propose methods to improve the management operational interface of the AVM function.

9.6 FINANCIAL MANAGEMENT (PURCHASING): The Contractor shall operate and maintain a Financial Information System (FIS) approved by the KO, which will assist the Government in tracking maintenance costs, preparing budgets, and maintaining Government financial records.

9.6.1 SCOPE OF FINANCIAL MANAGEMENT:. Financial management involves the fiscal management of all manpower, materials, equipment, and methods that ensure an effective operation. Included in this management is fiscal planning and control of support activities inherent to the normal DMC, DIMOC and TPC AVM operations.

9.6.2 FINANCIAL INFORMATION SYSTEMS: The Contractor shall maintain five separate financial information systems, one each for DMC, DIMOC and TPC which provides data for budgeting and cost accounting so as to support effective and economical planning, scheduling cost and technical performance. The system shall provide, at a minimum, the following information.

9.6.2.1 EXPENDITIURES ON EQUIPMENT: A continuous record of expenditures for labor, material, and parts expended on each individual end-item of equipment.

9.6.2.2 EXPENDITURES ON PARTS: A continuous record of expenditures for spares, spare parts, sub-assemblies, and spare printed circuit boards itemized to include, but not limited to, the following: part number, item nomenclature, item cost, and end-item or job order application.

9.6.3 EXPENDITURES: The Contractor shall purchase material, equipment, and services not provided as GFE. Purchased materials and equipment shall be owned by the Government and voucher to the Government at the time of

contractor receipt from suppliers. This material, equipment and services include, but are not limited to, spares, sub-assemblies, spare printed circuit boards, repair parts and any other necessary material.

9.6.3.1 SHIPPING AND RECEIVING: Materials purchased by the Contractor for delivery to DMC shall be coordinated with DIMOC Supply and Receiving personnel for the delivery of the material. DIMOC Supply and Receiving personnel receive all material entering the DMC facility. Materials purchased by the contractor for delivery to TPC or the Pentagon shall be delivered to the DMA Consolidated Receiving Point located at Fort Belvoir, VA.

9.6.3.2 DAILY OPERATION PURCHASES: The Contractor shall purchase equipment, material and services for the daily operation of the AVM function.

9.6.3.3 UTILIZATION OF EXCESS GOVERNMENT PROPERTY: The Contractor shall maximize the utilization of excess Government property in support of this task.

9.6.3.4 COMPETITIVE SOURCING REQUIREMENTS: All purchases or contracts for any individual service or equipment exceeding $1,000.00 for DMC, DIMOC, and TPC shall be submitted to the COR for review and approval. The Contractor shall secure two or more "competitive" bids for all items or services exceeding $1,000.00 or prepare a justification why competition cannot be obtained. Contractor must retain all documentation related to the competitive bids obtained for each purchase. The Contractor is not authorized to procure any requirements (items or services) which exceed $3,000.00. Such purchases, if needed shall be conducted by a Government procurement activity.

9.6.3.5 RECORD AVAILABILITY: The records set forth herein shall be made available to the Government at all times. The Contractor shall prepare and submit a Contract Costs Status Report.

9.7 PROPERTY ADMINISTRATION AND ACCOUNTABILITY: The Contractor shall account for all hand receipt Government property used or held by the Contractor in accordance with FAR 45.5. The Contractor's records shall be current, accurate, and sufficient to determine the amount, status, value, location, and condition of non-expendable property at all times. This shall include performing physical inventories of a type and frequency approved by the COR (100% annual inventory).

9.7.1 REQUIREMENT TO TRACK GFE: The Contractor shall be responsible for tracking, cataloging, and maintaining records of all GFE / Hand Receipt items in the government provided VimBiz maintenance database. The contractor will be provided a list of equipment to be inventoried each quarter resulting in an annual 100 % hand receipt inventory (see para. 3.23.9). In addition, the Contractor shall be responsible for tracking all Government Equipment to be maintained under this contract and shall ensure that the DMC, DIMOC, and TPC Property Book Officers have access to these records as well. The Contractor shall use a procedure that identifies and differentiates between DMC, DIMOC, and TPC maintained equipment. The Government will audit the Contractor periodically to ensure that adequate records are being maintained.

9.7.1.1 CHANGE IN HAND RECIEPT: Contractor shall submit to the Government on the first business day of the month by midday any additions or deletions to GFE / Hand Receipt items.

9.7.2 EXCESS GFE AND GOVERNMENT EQUIPMENT: The Contractor shall promptly identify excess GFE or other Government equipment and specify whether the property is in excess to current or future requirements, or that there is no known or reasonably certain future need for the property and, if required, prepare documentation for turn-in. In addition, the Contractor shall:

9.7.2.1 DAMAGED EQUIPMENT: Report damage or destruction of GFE or other Government equipment to the COR immediately.

9.7.2.2 LOST EQUIPMENT: Report loss of Government property within 48 hours of discovery and submit appropriate documents to the COR.

9.7.2.3 CANNIBALIZATION OF EQUIPMENT: Refer all requests for cannibalization to the COR for approval.

9.7.2.4 EXPENDABLE SUPPLIES: Monitor and control consumption of expendable Government supplies.

10.0 PHASE-OUT PERIOD: The phase-out period shall be completed in accordance with contract clauses FAR 52.237-3, entitled "Continuity of Services" .