# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: HQ002893418601



2. CONTRACT NO.: HQ0028-11-C-0001

3. AWARD/EFFECTIVE DATE: 01-Oct-2010

4. ORDER NUMBER:

5. SOLICITATION NUMBER: HQ0028-10-R-0023

6. SOLICITATION ISSUE DATE: 15-Apr-2010

7. FOR SOLICITATION INFORMATION CALL: a. NAME: LEILA MILLER

b. TELEPHONE NUMBER *(No Collect Calls)*: 951-413-2402

8. OFFER DUE DATE/LOCAL TIME: 02:00 PM 26 May 2010

9. ISSUED BY CODE HQ0028

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

TEL: 951-413-2402
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: 541990

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

12. DISCOUNT TERMS: Net 30 Days

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

13b. RATING: DO-S1

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

15. DELIVER TO CODE HQ0515

HQ0515 DEFENSE INFORMATION SCHOOL DINFOS
MS. MARY L. THOMAS
6500 MAPES ROAD
LOGISTICS DIV ROOM 1212
FT GEORGE MEADE MD 20755-5620

16. ADMINISTERED BY CODE

**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 0V349

LB&B ASSOCIATES, INC
JAMES RYAN
9891 BROKENLAND PARKWAY STE 400
COLUMBIA MD 21046-1165

TEL. 301-596-2440 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

26. TOTAL AWARD AMOUNT (For Govt. Use Only): **$1,246,498.10**

- [ ] 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 0 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 SOL HQ0028-10-R-0023
- [X] OFFER DATED 26-May-2010 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Karen L. Newlander

31c. DATE SIGNED: 02-Aug-2010

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

30c. DATE SIGNED

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

Karen L. Newlander / Contracting Officer

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

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | PAGE 2 OF 72 |
|---|---|---|

| 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

## SUBJ TO FUNDS AVAILABILITY

This is a Subject to Funds Availability for FY2011 Contract. In accordance with FAR 52.232-18, funds are not presently available for performance period starting 1 Oct 2010. The Government's obligation under this contract is contingent upon the availability of FY2011 funds.

## AWARD

THIS AWARD INCORPORATES RFP HQ0028-10-R-0023, AS AMENDED, AND CONTRACTOR'S PROPOSAL DATED 26 MAY 2010.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | | 9 | Months | (b)(4) | (b)(4) |

ENGINEERING/LOGISTICS SUPPORT - Base Period
FFP
Description: THE CONTRACTOR SHALL PROVIDE ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE PERFORMANCE WORK STATEMENT.
FOB: Destination
NSN: 9999-01-PWS-0475
MILSTRIP: HQ051593419000
PURCHASE REQUEST NUMBER: HQ002893418601
PROJECT: 0PQ LI: 1

NET AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0002 | | (b)(4) | Hours | $1.00 | (b)(4) NTE |

OVERTIME - Base Period
FFP
Description: THE CONTRACTOR SHALL PROVIDE OVERTIME IN SUPPORT OF ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH PARAGRAPH 11.2 OF THE PWS. HOURLY RATE TO BE PROVIDED ON EXHIBIT A.
FOB: Destination

NTE AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0003 | | 50,000 | Each | $1.00 | $50,000.00 NTE |

EMERGENCY EQUIPMENT REPAIRS - Base Period
FFP
Description: FOR PURCHASES NOT TO EXCEED $3,000.00 IN ACCORDANCE WITH PARAGRAPH 6.7 OF THE PWS.
FOB: Destination

NTE AMT $50,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0004 | | 7,500 | Each | $1.00 | $7,500.00 NTE |

TRAVEL - Base Period
FFP
Description: FOR TRAVEL RELATED COSTS IN SUPPORT OF OFF-SITE COURSE EFFORT IN ACCORDANCE WITH PARAGRAPH 10.4 OF THE PWS.
FOB: Destination

NTE AMT $7,500.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0005 | | 3,000 | Each | $1.00 | $3,000.00 NTE |

WARRANTY SHIPPING COSTS - Base Period
FFP
Description: FOR SHIPPING RELATED COSTS IN SUPPORT OF PACKAGING & SHIPPING OF WARRANTY EQUIPMENT IN ACCORDANCE WITH PARAGRAPH 13.4.3 OF THE PWS.
FOB: Destination

NTE AMT $3,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1001 | | 12 | Months | (b)(4) | (b)(4) |

OPTION

ENGINEERING/LOGISTICS SUPPORT - Option Year 1
FFP
Description: THE CONTRACTOR SHALL PROVIDE ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE PERFORMANCE WORK STATEMENT.
FOB: Destination
NSN: 9999-01-PWS-0475
MILSTRIP: HQ051593419000
PROJECT: 0PQ LI: 1

NET AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1002 | | (b)(4) | Hours | $1.00 | (b)(4) NTE |

OPTION

OVERTIME - Option Year 1
FFP
Description: THE CONTRACTOR SHALL PROVIDE OVERTIME IN SUPPORT OF ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH PARAGRAPH 11.2 OF THE PWS. HOURLY RATE TO BE PROVIDED ON EXHIBIT A-1.
FOB: Destination

NTE AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1003 | | 50,000 | Each | $1.00 | $50,000.00 NTE |

OPTION

EMERGENCY EQUIPMENT REPAIRS - Option Year 1
FFP
Description: FOR PURCHASES NOT TO EXCEED $3,000.00 IN ACCORDANCE WITH PARAGRAPH 6.7 OF THE PWS.
FOB: Destination

NTE AMT $50,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1004 | | 10,000 | Each | $1.00 | $10,000.00 NTE |

OPTION

TRAVEL - Option Year 1
FFP
Description: FOR TRAVEL RELATED COSTS IN SUPPORT OF OFF-SITE COURSE EFFORT IN ACCORDANCE WITH PARAGRAPH 10.4 OF THE PWS.
FOB: Destination

NTE AMT $10,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1005 | | 5,000 | Each | $1.00 | $5,000.00 NTE |

OPTION

WARRANTY SHIPPING COSTS - Option Year 1
FFP
Description: FOR SHIPPING RELATED COSTS IN SUPPORT OF PACKAGING & SHIPPING OF WARRANTY EQUIPMENT IN ACCORDANCE WITH PARAGRAPH 13.4.3 OF THE PWS.
FOB: Destination

NTE AMT $5,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 2001 | | 12 | Months | (b)(4) redacted | (b)(4) redacted |

OPTION

ENGINEERING/LOGISTICS SUPPORT - Option Year 2
FFP
Description: THE CONTRACTOR SHALL PROVIDE ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE PERFORMANCE WORK STATEMENT.
FOB: Destination
NSN: 9999-01-PWS-0475
MILSTRIP: HQ051593419000
PROJECT: 0PQ LI: 1

NET AMT (b)(4) redacted

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 2002 | | (b)(4) | Hours | $1.00 | (b)(4) NTE |

OPTION

OVERTIME - Option Year 2
FFP
Description: THE CONTRACTOR SHALL PROVIDE OVERTIME IN SUPPORT OF ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH PARAGRAPH 11.2 OF THE PWS. HOURLY RATE TO BE PROVIDED ON EXHIBIT A-2.
FOB: Destination

NTE AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 2003 | | 50,000 | Each | $1.00 | $50,000.00 NTE |

OPTION

EMERGENCY EQUIPMENT REPAIRS - Option Year 2
FFP
Description: FOR PURCHASES NOT TO EXCEED $3,000.00 IN ACCORDANCE WITH PARAGRAPH 6.7 OF THE PWS.
FOB: Destination

NTE AMT $50,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 2004 | | 10,000 | Each | $1.00 | $10,000.00 NTE |

OPTION

TRAVEL - Option Year 2
FFP
Description: FOR TRAVEL RELATED COSTS IN SUPPORT OF OFF-SITE COURSE EFFORT IN ACCORDANCE WITH PARAGRAPH 10.4 OF THE PWS.
FOB: Destination

NTE AMT $10,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 2005 | | 5,000 | Each | $1.00 | $5,000.00 NTE |

OPTION

WARRANTY SHIPPING COSTS - Option Year 2
FFP
Description: FOR SHIPPING RELATED COSTS IN SUPPORT OF PACKAGING & SHIPPING OF WARRANTY EQUIPMENT IN ACCORDANCE WITH PARAGRAPH 13.4.3 OF THE PWS.
FOB: Destination

NTE AMT $5,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 3001 | | 12 | Months | (b)(4) | (b)(4) |

OPTION

ENGINEERING/LOGISTICS SUPPORT - Option Year 3
FFP
Description: THE CONTRACTOR SHALL PROVIDE ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE PERFORMANCE WORK STATEMENT.
FOB: Destination
NSN: 9999-01-PWS-0475
MILSTRIP: HQ051593419000
PROJECT: 0PQ LI: 1

NET AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 3002 | | (b)(4) | Hours | $1.00 | (b)(4) NTE |

OPTION

OVERTIME - Option Year 3
FFP
Description: THE CONTRACTOR SHALL PROVIDE OVERTIME IN SUPPORT OF ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH PARAGRAPH 11.2 OF THE PWS. HOURLY RATE TO BE PROVIDED ON EXHIBIT A-3.
FOB: Destination

NTE AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 3003 | | 50,000 | Each | $1.00 | $50,000.00 NTE |

OPTION

EMERGENCY EQUIPMENT REPAIRS - Option Year 3
FFP
Description: FOR PURCHASES NOT TO EXCEED $3,000.00 IN ACCORDANCE WITH PARAGRAPH 6.7 OF THE PWS.
FOB: Destination

NTE AMT $50,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 3004 | | 10,000 | Each | $1.00 | $10,000.00 NTE |

OPTION

TRAVEL - Option Year 3
FFP
Description: FOR TRAVEL RELATED COSTS IN SUPPORT OF OFF-SITE COURSE EFFORT IN ACCORDANCE WITH PARAGRAPH 10.4 OF THE PWS.
FOB: Destination

NTE AMT $10,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 3005 | | 5,000 | Each | $1.00 | $5,000.00 NTE |

OPTION

WARRANTY SHIPPING COSTS - Option Year 3
FFP
Description: FOR SHIPPING RELATED COSTS IN SUPPORT OF PACKAGING & SHIPPING OF WARRANTY EQUIPMENT IN ACCORDANCE WITH PARAGRAPH 13.4.3 OF THE PWS.
FOB: Destination

NTE AMT $5,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 4001 | | 12 | Months | (b)(4) | (b)(4) |

OPTION

ENGINEERING/LOGISTICS SUPPORT - Option Year 4
FFP
Description: THE CONTRACTOR SHALL PROVIDE ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE PERFORMANCE WORK STATEMENT.
FOB: Destination
NSN: 9999-01-PWS-0475
MILSTRIP: HQ051593419000
PROJECT: 0PQ LI: 1

NET AMT (b)(4)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 4002 | | (b)(4) | Hours | $1.00 | (b)(4) EST |

OPTION

OVERTIME - Option Year 4
FFP
Description: THE CONTRACTOR SHALL PROVIDE OVERTIME IN SUPPORT OF ENGINEERING AND LOGISTICS SUPPORT AT DEFENSE INFORMATION SCHOOL (DINFOS) IN ACCORDANCE WITH PARAGRAPH 11.2 OF THE PWS. HOURLY RATE TO BE PROVIDED ON EXHIBIT A-4.
FOB: Destination

NTE AMT (b)(4) (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 4003 | | 50,000 | Each | $1.00 | $50,000.00 NTE |

OPTION

EMERGENCY EQUIPMENT REPAIRS - Option Year 4
FFP
Description: FOR PURCHASES NOT TO EXCEED $3,000.00 IN ACCORDANCE WITH PARAGRAPH 6.7 OF THE PWS.
FOB: Destination

NTE AMT $50,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 4004 | | 10,000 | Each | $1.00 | $10,000.00 NTE |

OPTION TRAVEL - Option Year 4
FFP
Description: FOR TRAVEL RELATED COSTS IN SUPPORT OF OFF-SITE COURSE EFFORT IN ACCORDANCE WITH PARAGRAPH 10.4 OF THE PWS.
FOB: Destination

NTE AMT $10,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 4005 | | 5,000 | Each | $1.00 | $5,000.00 NTE |

OPTION WARRANTY SHIPPING COSTS - Option Year 4
FFP
Description: FOR SHIPPING RELATED COSTS IN SUPPORT OF PACKAGING & SHIPPING OF WARRANTY EQUIPMENT IN ACCORDANCE WITH PARAGRAPH 13.4.3 OF THE PWS.
FOB: Destination

NTE AMT $5,000.00

## PERFORMANCE WORK STATEMENT
## FOR
## ENGINEERING AND LOGISTICS SUPPORT FOR THE DEFENSE INFORMATION SCHOOL (DINFOS)

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide engineering and logistics support for the Engineering Support Branch (ESB) and Training Assets Management Branch (TAMB) at Defense Information School (DINFOS) located at 6500 Mapes Road, Fort George Meade, Maryland. The Government reserves the right to revise this Performance Work Statement (PWS) to add or delete various equipment/facility operations and maintenance actions, as required, to support the DINFOS training equipment and/or classroom facilities. Any changes in the terms of the contract that affect the price and/or performance time, or any other major changes of any kind will have to be authorized in writing by

the Contracting Officer only before the contractor takes action to make any changes. Any unauthorized work will be at the Contractor's expense.

**2. BACKGROUND:** The Defense Media Activity (DMA), established on October 1, 2008, is a consolidation of all media activities of the Army, Navy, Air Force, Marine, and American Forces Information Service (AFIS). The mission of the DMA is to provide a wide variety of information products to the entire DoD family (Active, Guard, and Reserve Military Service members, dependents, retirees, DoD civilians, and contract employees) and external audiences through all available media, including, motion and still imagery; print; radio; television; Web and related emerging Internet, mobile, and other communication technologies. The mission of the Defense Information School (DINFOS) is to grow and sustain a corps of professional organizational communicators who fulfill the communication needs of military and government leaders and audiences. DINFOS goals include delivering total professional development support to organizational communicators throughout their careers, whenever and wherever needed, and becoming the DoD and Interagency center of excellence for organizational communications. The school trains approximately 3,500 military and civilian personnel per year within DoD, other federal agencies, and selected foreign nations in public affairs and visual information career fields. DINFOS provides basic and advanced training in the principles, techniques, and applications of public affairs, journalism, broadcasting, combat documentation, visual information, graphics, lithography and photography, as well as photographic and broadcast systems maintenance. All work under this contract will be performed at DINFOS. The DINFOS resident training facility includes one main building, an 80K sq Ft re-local able (modules) that will be occupied during construction of the DINFOS School, and a nearby Field Training Exercise (FTX) area.

2.1 **THE ENGINEERING SUPPORT BRANCH (ESB)** supports a wide range of audiovisual, broadcast IT, and photographic equipment used throughout DINFOS training. The equipment to be maintained is generally commercial, off-the-shelf (COTS), with ages of between 1 and 8 years.

2.2 **THE TRAINING ASSETS MANAGEMENT BRANCH (TAMB)** provides efficient accountability, management and effective control of DINFOS property resources, to include expendable, durable, and non-expendable property. Provides support for expendable training administrative supplies. TAMB provides support to the Transportation Motor Pool, processes all FEDEX packages coming in and going out of the building, and supports requisitions, issue and turn-in procedures. TAMB deals with all issues of Hazardous Materials that will be processed through the Hazardous Waste Coordinator. TAMB provides support to the Building Manager where this person assists in the coordination and resolution of DINFOS maintenance issues. TAMB is also responsible for the daily operations of the DINFOS Library.

## 3. APPLICABLE DOCUMENTS AND DEFINITIONS:

3.1 **APPLICABLE DOCUMENTS.** The following documents form a part of this specification to the extent specified herein. The contractor shall comply with all requirements, as applicable to the work to be accomplished under this PWS, unless prior written approval for non-compliance is obtained from the Contracting Officer. In the event of conflict between the documents referenced, or their being superseded by newer guidance, and the contents of the PWS, the COR, with the Contracting Officer's written approval, shall determine which standard will be followed.

AR 735-5, Policies and Procedures for property accountability
29 Code of Federal Regulations, Title 1910.1200, Hazard Communication Standard
47 Code of Federal Regulations, Telecommunications
FAR 45.5 – Support Government Property Administration

International Telecommunications Union ITU-R BT.601 and BT.656
National Association of Broadcasters (NAB) Engineering Handbook, latest version.
National Electric Code NFPA.
National Electrical Safety Code ANSI C2-93.
Proposed EIA Standard RS-170A.
Society of Motion Picture and Television Engineers (SMPTE) 170M Composite Analog Video Signal-NTSC for Studio Applications
SMPTE 259M Serial Digital Interface for 10 bit 4:2:2 Component and 4fsc NTSC Composite Digital Signals

SMPTE 292M Bit-Serial Digital Interface for High-Definition Television Systems

Occupational Safety and Health Administration (OSHA) Rules and Regulations, available at http://www.osha.gov.
DINFOS policies and operating procedures manual (POPMAN) (see attached #1 for Engineering and #2 for Logistics)

3.2 **DEFINITIONS.**

CENTRALIZED BENCH STOCK: Grouping of all individual repair parts, including leftover materials from completed or canceled work orders/job orders, 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.

DOWNTIME: That portion of training time when equipment, including materials in support of equipment, is not operationally ready.

END ITEM: A major piece or functional unit of equipment, for example, a videotape recorder or a compact disc player.

EQUIPMENT: Any device or system that is determined necessary by the Government to accomplish the DINFOS mission. Examples of this equipment include, but are not limited to, audiovisual, broadcast, photographic, and support equipment and systems such as public address, cable TV and all of those items not listed as GFE under this contract.

GOVERNMENT-FURNISHED EQUIPMENT (GFE): Equipment or systems directly acquired by the Government or the Contractor using Government funds and identified and hand receipted to the Contractor as GFE for use in the performance of this contract. GFE also includes Government-Furnished Test Equipment and Test Equipment as referred to in the PWS.

KEY PERSONNEL: Personnel whose aggregate technical and professional experiences are essential to successfully support the mission of the contract. The Contractor on-site maintenance personnel shall, as a minimum, include such key personnel that meet the qualification requirements stated. All Key Personnel shall be bonded by the Contractor. All Key Personnel resumes are to be reviewed by the COR and the aggregate and technical experience accepted by the Contracting Officer prior to the Contractor acquiring their services.

LOST TRAINING: Lost training includes, but is not limited to, training not accomplished or impaired due to equipment downtime, facility problems, down days and or inclement weather days in which training is not conducted.

MAINTENANCE: Work to be performed on this contract to maintain or repair any item. Maintenance is subdivided into categories as stated below:

- PREVENTIVE MAINTENANCE: Normally consists of inspecting, cleaning, servicing, lubricating, adjusting, and replacement of parts, minor assemblies and subassemblies. This also includes General IT database and security management and testing of computer based broadcast systems.

- CORRECTIVE MAINTENANCE: Normally consists of repair, replacement, and/or calibration of damaged or unserviceable parts, components or assemblies. Also includes troubleshooting and correction of computer application and operating system errors, Original Equipment Manufacture (OEM) vendor phone or Virtual Private Network (VPN) support coordination, drive imaging and replacement of IT based systems components.

- DEPOT MAINTENANCE: Normally consists of maintenance performed on equipment requiring major overhaul or a complete rebuild of parts, assemblies, subassemblies, and end items, including the manufacture of parts, major modification, calibration, testing and reclamation as required. Also entails upgrade/reloading of operating systems, major application changes and minor rebuilding of servers, RAID arrays and other computer devices.

MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS): A LAN-based computer database program that contains equipment maintenance and management information.

MAINTENANCE SCHEDULE: A schedule developed by the Contractor to show maintenance actions scheduled for specific end-item equipment.

MAKE-UP TRAINING TIME: Training required because of Lost Training. Make-up of lost training shall be accomplished at the discretion of the COR or scheduling authority to meet training requirements at no additional cost to the Government. This training will usually, but not always, is conducted on successive Saturdays or weekday evening after Lost Training has occurred.

PHASE-IN: The period whereby the successor Contractor prepares to assume full responsibility for performing maintenance under this contract.

PHASE-OUT: The phase out period is the time the incumbent Contractor continues to perform maintenance (to include supply support) while performing actions to turn over the effort to the successor Contractor.

PREMIUM TIME: A period of time that the Government determines that additional Contractor manpower is required to support the make-up of lost training time or required additional training and performed on a labor hour basis at the rate(s) set forth in the Schedule of Supplies/Services.

PROPERTY ADMINISTRATION: The administration of the contract requirements and obligations relating to Government Property in possession of the Contractor.

QUALITY ASSURANCE: refers to a program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

QUALITY CONTROL (QC): A method whereby the Contractor can control quality and offer to the Government only those services that conform to contractual requirements.

REPAIR PARTS: 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.

SUB-ASSEMBLY: A major component or piece of an end item of equipment.

SPARE: A duplicate of an end-item that is on-hand and available for direct exchange with a like item of equipment.

TRAINING COURSE SCHEDULE: The training course schedule identifies training sessions to be accomplished and shall in no way constrain the Government with regard to changes and additions thereto as may be dictated by operational necessity.

TRANSITION: The period during which incumbent contractor is performing phase-out duties and successor contractor is performing phase-in duties.

**4. <u>SCOPE OF WORK:</u>** This PWS outlines the requirements to provide qualified contractor personnel for repair, maintenance of audio/visual, broadcast, photographic support and automation equipment/systems and logistical operations for DINFOS.

**5. <u>PERFORMANCE REQUIREMENTS:</u>** The Contractor shall provide qualified personnel to support all office and classroom needs at DINFOS. The Contractor's performance of this contract will be subjectively evaluated by the Government based upon the overall performance in meeting the specifications set forth in this contract including any amendments or changes hereto.

5.1 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.

5.2 The Contractor's management efforts accomplished under this contract will directly affect the policies, procedures, and general tones for the operation of the contract.

5.3 The Contractor shall be responsible for the installation and testing of all new and/or replacement equipment, for preparing and handling photo processing chemicals, monitoring and disposal of such chemicals, preparing of approximately 125 classrooms, recurring work such as Student Issue Point functions, and the specification and acquisition processing of all spare and replacement parts used for repair.

5.4 The Contractor shall be responsible for the design, set-up and operational support of special events. This may include, but not limited to, Public Address, microphones, projection systems, monitor's, videotape and all cabling required including the interface to fixed systems.

5.5 The Contractor shall adhere to broadcast, electronics, IT, DoD Information Assurance (IA), and photographic industry standards in the performance of the requirements under this contract. The technical

performance specifications established by the original equipment manufacturer should be the minimum acceptable quality level for equipment maintained hereunder. The Government will retain configuration management authority over equipment hardware and systems integration. The Chief Engineer, DINFOS, manages equipment replacement using an equipment life-cycle management plan. The Government shall provide the initial and the final authority and approval for all tasks. The primary technical interface will be between the Contractor and the Contracting Officer's Representative (COR) and operational managers. To assist the Contracting Officer, COR and ACORs, appointed in writing, will monitor contractor's performance under this contract.

5.6 The Contractor shall maintain sufficient qualified personnel to ensure satisfactory contract performance. The COR reserves the right to require proof of experience and sufficient knowledge for all contracted personnel.

5.7 **ENGINEERING SUPPORT BRANCH (ESB)**

5.7.1 PERSONNEL QUALIFICATIONS: The Contractor shall maintain on-site sufficient, qualified management, administrative, and technical personnel to ensure satisfactory contract performance and maintain a complex facility 5 days per week 52 weeks per year. The COR reserves the right to require proof of experience and sufficient knowledge for all key management and technical personnel. The Chief Engineer at DINFOS will review the technical education and experience of broadcast technicians and the level or grade at employment commencement under this contract. Any changes in the level or grade of technical personnel during the contract and provide recommendations to the COR. At least 4 of the assigned contract Engineers must be able to obtain and maintain a military vehicle operator license.

5.7.2 KEY PERSONNEL: In order to meet the requirements of this PWS, the Government has identified the following positions as "key" to the performance of this contract. The Contractor on-site maintenance personnel shall, as a minimum, include such key personnel that meet the qualification requirements stated. The Contractor shall bond all Key Personnel. All Key Personnel resumes are to be reviewed by the COR and the aggregate and technical experience accepted by the Contracting Officer prior to the Contractor acquiring their services.

5.7.2.1 **Site Manager:** Site Manager is the on-location coordinator for the contractors. The Site Manager reports directly to the program manager of the contracted company, and works with the program manager to ensure that both the contractors and work performed are in compliance with the contract. Duties are primarily administrative in nature, such as tracking time and attendance, but will also involve counseling of contractor's employees as appropriate. The Site Manager is also the interface between the program manager and the COR and ACORs at the Defense Information School. A background of at least 3 years in broadcast engineering management is required.

5.7.2.2 **Project Manager:** Assists the Chief Engineer in the maintenance and management of audio/visual, satellite, and other telecommunications equipment needed to meet training requirements for DINFOS. Provides design, development, testing, and oversight of contracted installation, maintenance, and operation of all mechanical, electrical, and electronic equipment required for broadcast radio, television and telecommunications systems. Identifies deficiencies in equipment or systems, possible improvements, and advises the Chief Engineer on the need for new, additional, or alternative types of telecommunications equipment for the school. Analyzes emerging telecommunications, audio-visual and information technologies to facilitate project and life cycle procurement planning. Applies theories and principles of telecommunications and practical experience in telecommunications maintenance and repair in troubleshooting malfunctioning equipment or systems. Designs combinations of new equipment to

meet training requirements, or develops modifications to existing equipment. Responsible for visualizing, suggesting, and working out solutions to design or operational problems and selecting a practical approach. The Project Manager must have a minimum of 8 years of experience in broadcast specific project management and acquisition.

5.7.2.3 **Photographic Audiovisual Technician "C":** A Technician "C" (Equivalent to Wage Determination Classification of Electronics Technician, Maintenance 111) must have demonstrated competence through satisfactory, progressive performance as a photographic and audiovisual equipment technician. As a minimum, this must include five (5) years photographic and audiovisual maintenance experience of which two (2) years must be in the maintenance, installation, and testing of all major areas, systems and subsystems or equivalent systems and subsystems of the equipment to be maintained under this PWS. This time must be exclusive of formalized training. The Technician "C" shall have graduated from a two-year resident course at an accredited technical institute or have completed a Military or factory formal training on photographic and audiovisual equipment. Equivalent photographic and audiovisual maintenance experience and education may be substituted for the above requirements. A Technician "C" must have a thorough understanding of the theoretical and practical aspects of the science of electronics and the ability to read and interpret commercial data, and analyze circuitry in schematic display. Possess an understanding of such audiovisual equipment as video monitors, players, recorders, cameras, camera adapters, video switchers, audio record/players, video servers, audio amplifiers, mixers, power supplies and still Photographic equipment repair and maintenance.

5.7.2.4 **Broadcast Information Technology Specialist:** The Broadcast IT Specialist must have current experience in broadcast information technology system architectures, networks, databases and base band signal interfaces used in television and radio broadcast applications. This must include, but not limited to, knowledge of network routers, SANs, WANs, ATMs, fiber channel systems, SQL servers, Audio Visual Encoder/Decoders, Firewalls, VLAN structures and digital video archival servers. The Broadcast IT Specialist is responsible for conforming to applicable DoD Information Assurance standards and regulations on the broadcast network. Formal civilian/military electronics and IT training is required for this position, with a broadcast engineering background preferred. The Broadcast IT Specialist must have 5 years of experience with at least two years of broadcast specific network maintenance and operations.

5.7.2.5 **Photographic Quality Control Specialist:** The Photographic Quality Control Specialist (PQCS) position requires a thorough working knowledge of Black and White (B&W) Aerial Systems and Color film processors, printing devices, and quality control devices used to maintain proper chemical balance. The PQCS shall perform programming, chemical/electronic Calibration procedures, chemical qualitative analysis, Sensitometric procedures, mechanical, electrical, and electronic troubleshooting and repair work required to maintain/install equipment. The PQCS' thorough knowledge of processing and printing devices should include manufacturers such as Noritsu, Kreonite, and Ilford, as well as quality control devices such as the Orion pH Meters, Eseco Densitometers with Pen Plotters, and EG&G Sensitometers. The PQCS is responsible for the programming of the Noritsu devices initial install, meter balancing, channel, film negative balancing, and scanner balancing functions. The Chemical Qualitative Analysis to entail pH, specific gravity, any required titrations, and quality procedures for the following chemistries: RA-4, C-4 1, C-4 IRA, E-6, and B&W aerial systems. Sensitometric procedures include Time vs. Gamma and sped charts for B&W serial systems, and all charts and graphs for the color processes. The PQCS shall have operational knowledge of Macintosh and PC computers and Electronic Imaging devices and software used to print digitally produced photographs or software generated pictures by wet and dry processing machines. The Photographic QC Specialist must have 5 years of experience directly related to the duties described.

5.7.2.6 **Broadcast Maintenance Specialist:** The Broadcast Maintenance Specialist must have current experience in broadcast telecommunications radio and television principles, knowledge, skills, techniques, and practices applied to state-of-the-art radio and TV systems, antenna, microwave, transmitter, and satellite technologies, to include installation/maintenance and test equipment system and design. Must have a thorough knowledge of Society of Motion Picture and Television Engineering standards, National Association of Broadcasters standards, and must be able to apply these standards to radio and television systems equipment. Must have knowledge of microprocessors, digital and analog electronics, electricity, physics, and engineering mechanics. The Broadcast Maintenance Specialist must have sufficient electronics telecommunications experience to convert available commercial literature into standards and operating procedures, which meet the exacting specifications. Must have an FCC License or SBE Certification and a working knowledge of computer logic, computer operating systems, and troubleshooting techniques. The Broadcast Maintenance Specialist must have 8 years of broadcast engineering experience at the journeyman level.

5.7.2.7 **Avid Certified Technician (ACSR):** The contractor shall provide Avid certified hardware/software maintenance and preventive maintenance service. The contractor has the responsibility to: ensure the operational status of all devices and/or components; upgrades, and/or re-configurations; and to conduct a comprehensive preventive maintenance program. Technician must be an ACSR in good standing. There are 100 Media Composers, 4 Xpress, and a 50 seat Isis system currently on-hand with expected growth to 125 media composers. The ACSR shall keep up-to-date on all Avid software and hardware advances and requirements, and make recommendations to the Chief Engineer, DINFOS on updating, modifying and replacement of Avid software and hardware. The ACSR must have 5 years of experience in Avid support in a large system environment.

5.7.3 NON-KEY PERSONNEL:

5.7.3.1 **Broadcast Electronic Technician:** The Broadcast Electronics Technician must have 1-3 years of current experience in broadcast maintenance, radio and television principles, knowledge, skill and techniques and practices applied to television studios and supporting equipment. This includes the installation, test, modification and maintenance/repair of individual broadcast devices and troubleshooting of system signal flow via interpretation of wiring diagrams. The Broadcast Electronic Technician must have sufficient knowledge of digital and analog electronics, electricity, physics and engineering mechanics as demonstrated by graduation from an accredited 2-year curriculum or military school specializing in electronics or broadcast engineering.

## 5.8 THE TRAINING ASSETS MANAGEMENT BRANCH (TAMB).

5.8.1 PERSONNEL QUALIFICATIONS: The Contractor shall maintain on-site sufficient, qualified management, administrative, and technical personnel to ensure satisfactory contract performance and maintain a complex facility 5 days per week 52 weeks per year. The COR reserves the right to require proof of experience and sufficient knowledge for all key management and technical personnel. The Chief of Logistics at DINFOS, with the COR, will review the technical education and experience of personnel. All assigned contractor personnel to Logistics must be able to issue administrative supplies from the warehouse, as well as, assist with the shipping and receiving of expendable, durable, and non-expendable property. Contractors will assist the FTX coordinator with the issuance and receipt of Government assigned vehicles. They must also be able to operate a Government-owned vehicle, which includes obtaining and maintaining military vehicle operator's license.

5.8.2 KEY PERSONNEL: In order to meet the requirements of this PWS, the Government has identified the following positions as "key" to the performance of this contract. The Contractor on-site maintenance personnel shall, as a minimum, include such key personnel that meet the qualification requirements stated herein. The Contractor shall bond all Key Personnel. All Key Personnel resumes are to be reviewed by the COR and the aggregate and technical experience accepted by the Contracting Officer prior to the Contractor acquiring their services.

5.8.2.1 **Property Book Custodian (PBC):** The property book custodian assists the DINFOS Property Book Officer (PBO) with the management of all equipment transferred in and out of DINFOS and the preparation and completion of all relief of responsibility forms. The Property Book Custodian shall be monitoring, tracking, inventorying and documenting all accountable equipment and systems as the equipment moves between and among the designated Directorate Hand Receipt Holders from purchase to initial issue to final disposal. Prepares inventory lists, assists Hand Receipt Holders as required in conducting inventories, and adjusts property records to ensure accuracy. This person shall ensure that all DINFOS hand receipts are updated and signed according to DINFOS policy. Reviews and approves inventory reports to assure compliance with all regulations and to see that appropriate adjustments are made when necessary. Prepares all excess equipment and paperwork for DRMO turn-in. Transports equipment for turn-in to the local DRMO. Prepares lateral transfers, Statement of Charges, and other forms required by the PBO and acquires the required signature. Submits weekly reports to the property book officer. Must have extensive knowledge of the Defense Property Accountability System (DPAS) and FEDLOG, and BIZFLOW. The PBC must have 5 years of experience.

5.8.2.2 **Assistant Facilities Maintenance Coordinator: The** facilities maintenance coordinator assists in the coordination and resolution of DINFOS maintenance issues. Directly responsible for coordinating and performing basic building maintenance practices. Performs maintenance actions for small in-house projects such as drywall, mounting boards, and removing/installing furniture. Must be experienced in use of hand and power tools. Knowledge of ordering and tracking material requests related to building projects. Familiar with writing Scopes of Work for renovation or construction projects. Able to read and update utility meter readings. Must have a basic knowledge of CAD systems. Maintains facility files and drawings. Performs walk through inspections of the facility and identifies problems. Be familiar with basic facility maintenance including HVAC, electrical, plumbing, heating, carpentry and painting. Prepares all paperwork for the turn in of hazardous materials, thus the incumbent must be trained in Hazmat. The Assistant Facilities Maintenance Coordinator must have 5 years of experience.

5.8.2.3 **Supply Technician:** Works within the DINFOS student issue point. Responsible for day-to-day issue of equipment to the students using established hand-receipt procedures. Responsible for all equipment in the contractor's possession and will sign for the equipment. This person will work closely with the maintenance personnel to schedule preventive maintenance and repairs on damaged equipment. Works also with the Property Book Officer reporting damaged or broken equipment. This position will track all warranties for audiovisual equipment. Inventories equipment as required and uses approved tracking systems in conjunction with local systems. The Supply Technician must have 5 years of experience.

5.8.2.4 **Logistics Coordinator (LC):** Works assisting the Contracting Officer Representative (COR). Duties include doing market research, obtaining price quotes, writing purchase request (PR), Statement of Work (SOW), and sole source justifications. Maintains automated databases and hard copy files for all contracts. Maintains invoices on all received equipment and files accordingly. Checks on status of deliveries with vendor, shipping companies, and logistics. Inventories received equipment with logistics and end-users ensuring all supplies and equipment has been received as stated by contract. Follow up

with vendors to ensure timely and accurate delivery. Keeps COR informed of all issues relating to contract purchases. The Logistics Coordinator must have 5 years of experience.

5.8.3 NON-KEY PERSONNEL:

5.8.3.1 **Inventory Specialist (IS):** The inventory specialist works in conjunction with the Logistics Management Specialist to ensure the accountability and tracking of all Government equipment. Conducts monthly inventories with Hand Receipts Holder and record any changes or updates and reports them to the PBC (property book custodian) or PBO (property book officer). Verifies all property movement and tracks warranties using software program provided by the IT department. Submits weekly inventory reports to the Logistics NCOIC and verifies property book equipment identifiers prior to shipment and upon receipt. The Inventory Specialist must have 3 years of experience.

5.8.3.2 **Warehouse Specialist (WS):** The warehouse specialist receives, assigns, and maintains primary locations for supply items in stock using the automated inventory system. Monitors, tracks, inventories, and documents each item as it moves between the warehouse and designated Directorates. The warehouse specialist shall ensure the property stored in designated storage bins are accounted for with the use of labels. The warehouse specialist shall use the report function as the locator listing for stocked items. The warehouse specialist shall use the inventory system as a tool to reorder items that are low in stock and update quantity upon receipt. Warehouse specialist conducts and reviews inventory reports to assure accurate accountability of incoming and outgoing property. Contractor will provide weekly cost reports on all warehouse transactions for expendable supplies. Must have knowledge of automated inventory systems and be able to lift 40 pounds. This person also acts as the DINFOS Dispatcher for the support to the Transportation Motor Pool, who supports with inspections, preventative maintenance checks, repairs, issue, and prepares and reports accidents of the Government owned Vehicles (GOV). The Warehouse Specialist must have 1 year experience.

5.8.3.3 **Library Aide/Clerk:** The Library Aide/Clerk assists with the daily operations and activities of the Library. Perform all duties in connection with the operations of the circulation desk (i.e., locating material to be loaned; shelving and collection maintenance; and maintaining records on borrowed materials). The Library Aide/Clerk shall assist with the issuance of required textbooks used by students, and responsible for keeping accurate records of periodicals received, reporting missed copies and shelving periodicals. Assist preparing materials received for cataloging (vouchering, updating spreadsheet, covering, stamping, and adding pockets). Instructs staff, faculty and students on the content, nature and use of the resources including how to use the various databases and electronic media. Knowledge required by the Position: Ability to use automated systems to perform operations such as inventory control, collection maintenance, reference services, etc. Physical Demands: The position involves prolonged periods of standing, stretching, bending and stooping; frequent lifting and carrying of moderately heavy items, such as boxes of books, supplies and office automation equipment. This position requires a High school diploma, and 1 year of clerical and computer experience.

## 6. GENERAL CONTRACTOR RESPONSIBILITIES:

6.1 **GENERAL PROVISIONS AND PRACTICES:** Under the terms of this contract, the Contractor shall fully support all audiovisual, broadcast, broadcast IT, photographic, still imagery equipment and systems and facility type systems assigned to DINFOS and equipment subsequently procured to supplement or replace assigned equipment. Support shall include, but not limited to, all maintenance, repair, calibration, equipment relocation, installation, operational testing, technical support and operator training/familiarization of equipment to DINFOS staff and faculty when directed by the COR. The

numbers and types of equipment to be maintained will vary depending on changing training requirements and/or transferred or new equipment. Should new equipment be purchased by DINFOS which is of such a state-of-the-art that would require significant additional contractor personnel training to support the equipment, the Government will negotiate an equitable adjustment to the contract value with the Contractor. The equipment/supply inventory to be maintained/utilized will be provided to the Contractor as Government-Furnished Equipment (GFE). The Contractor shall maintain the equipment/supply inventory in accordance with the GFE clause in the contract schedule and a supplemented by this PWS. The Government offers no guarantee and accepts no responsibility relative to the adequacy and accuracy of the inventory. If the Government deems appropriate, it will provide changes and modifications to the inventory. The Government does not assume liability for any item that is damaged as a result of Contractor negligence, abuse, and/or Contractor failure to accomplish required preventive maintenance or service or ordering and installing the incorrect repair part.

6.2 **EQUIPMENT OPERATION:** Many pieces of equipment require frequent movement and setup from classroom to classroom, or from classroom to the Field Training Site, to better accommodate the training course session. Prior to each training session, the Contractor shall be responsible for the relocation and initial start-up, pre-operational readiness check-out and insertion of test or training course conditions and parameters or other functions necessary to verify equipment is in a ready-for-training condition. This shall include the distribution of chemicals to the proper classrooms, proper mixing of chemicals, and the use of process control strips to certify all processors are in accordance with industry standards. The Contractor shall be available for turn-in and issue or the exchange of material and equipment at all times during the training window or the hours of training operation, normally 7 AM to 4 PM Monday through Friday.

6.3 **EQUIPMENT MAINTENANCE:**

6.3.1 The contractor shall assume full maintenance responsibility for all equipment and systems whether operable or inoperable, upon completion of the transition phase. The contractor shall furnish all parts associated with maintenance support. Parts/consumables shall only be acquired by the contractor after approval by the COR. A grace period of Non-Chargeable Downtime, as determined by the COR will be given to the Contractor to repair inoperable equipment transitioned to the contractor during the Phase-In period of this contract.

6.3.2 All work performed by Contractor personnel shall be accomplished in accordance with this Performance Work Statement and all established procedures, instructions and standards. All maintenance not covered by the aforementioned data will be governed by vendor/commercial data. The Contractor may have access to the equipment to perform maintenance any time the equipment is not required for training. During this period, the Contractor must complete any scheduled maintenance, as well as, operational checks and training class/session preparations. The Contractor shall be particularly attentive to maintaining the integrity of warranties, guarantees, and baseline configuration of the equipment when performing maintenance. The Contractor shall maintain the equipment in a serviceable operating condition by performing systematic inspections, tests, checks and services to detect and prevent, or reduce equipment operational deterioration/failure, including the use of process control strips to certify, in accordance with industry standards, all processors under this contract. The Contractor shall immediately notify the COR of any equipment malfunction or deficiency that may degrade usage and/or impact training.

6.3.3 A computer based Maintenance Management Information System (MMIS) for all equipment shall be maintained by the contractor. System entries shall include, but are not limited to; cost, life-cycle,

equipment maintenance history, available spare parts, maintenance resources, equipment location and additional data as may be required to report to the COR on the current status of equipment and systems. The Contractor shall use a software application that is provided by the Government. All updates to the MMIS will be provided in hard copy and/or on magnetic media as directed by the COR quarterly, and shall be available to the COR for inspection at any time.

6.3.4 The Contractor shall maintain a government provided Job Order System. The Job Order System provides specific information to the COR on current scheduled or unscheduled equipment maintenance actions. The Job Order 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.

6.3.5 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 Maintenance Operating Procedures currently in use by the incumbent Contractor pending review and approval of Contractor-developed procedures. It shall be the Contractor's responsibility to review the provided procedures, establish replacement written procedures, if necessary, and provide them to the Contracting Officer 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 Contracting Officer for review and approval. The contractor is encouraged to offer work-around solutions in order to prevent a training stoppage due to equipment and/or systems malfunctions. Close coordination between the contractor and the COR will be expected with regard to implementing work-around solutions.

6.3.6 The Contractor shall be responsible for all Preventive, Corrective and Depot Level maintenance. This includes maintenance of all interconnecting cables between audiovisual/broadcast equipment and ADP equipment and other connectivity to the maintained equipment, e.g. video cable interconnect to a Non-linear editing system. The Contractor may establish an off-site repair facility or subcontract repair/rework or return sub-assemblies or modules to the original equipment manufacturer for repair/replacement or purchase an identical replacement. The Contractor shall be responsible for the shipping of all maintenance (repair/rework/parts/return) on all equipment to and from the manufacturer or subcontract facility. Requisitioning and maintenance of Government purchased repair parts/materials or replacement items shall be the responsibility of the Contractor.

6.3.7 <u>PREVENTIVE MAINTENANCE:</u>

6.3.7.1 Preventive Maintenance (PM) shall be performed in accordance with established schedules and procedures. Minimum recommended preventive maintenance requirements and procedures are contained in applicable original equipment manufacturer operation and maintenance manuals/documents. Pre-operational and post-operational inspection/checks are part of the equipment preventive maintenance. Maintenance, as a minimum, shall consist of: cleaning and replacement of expendables such as light bulbs, LEDs, springs, bushings or gears. PM may also include replacement of modules or software and test and calibration of the unit, if applicable, to minimize equipment downtime. Completed or on-going maintenance actions will be recorded in the maintenance database.

6.3.7.2 The contractor shall notify and coordinate with the COR when performing maintenance on equipment or systems that are in an operational status. Preventive maintenance actions shall be accomplished within 7 days of the scheduled date. Due to the frequent use of DINFOS classrooms, the contractor shall work closely with the DINFOS Directorate of Training (DOT) in identifying and

scheduling preventive maintenance actions. DOT will schedule classroom availability in conjunction with the PMS requirements.

6.3.7.3 The Contractor shall maintain a Government provided Preventive Maintenance Schedule (PMS) for all DINFOS equipment. The PMS is critical and provides the Chief Engineer and COR with information relevant to scheduled preventive maintenance on all equipment and systems as relates to the DINFOS training mission. The PMS shall, at a minimum, identify the equipment or system to be serviced, duration of down time, date and scheduled time of equipment or system down time, and identify associated equipment or system impacted by the schedule preventive maintenance action. The Contractor shall recommend PM changes which, in his opinion, would result in either improved availability and/or reduced costs. Such recommendations shall be provided in writing to the COR. Changes to the PMS shall not be instituted until approved by the COR.

6.3.8 CORRECTIVE MAINTENANCE:

6.3.8.1 The Contractor shall be responsible to analyze systems and equipment to determine the cause of malfunctions or degradation in performance and/or signal quality; correct such deficiencies, and maintain system and component integrity. The Contractor shall promptly notify the COR if it is determined that the failure of the equipment may be the result of negligence or willful destruction by Government personnel. As a minimum corrective maintenance may consist of analysis, troubleshooting, disassembly, repair/replacement, re-assembly, adjustment and calibration to correct each malfunction, and testing to verify proper operation. Completed and ongoing corrective maintenance actions will be recorded in the appropriate maintenance database.

6.3.8.2 Corrective maintenance action requests are processed via the DINFOS Help Desk, or through an intranet work request application. All equipment malfunctions will be reported to the contractor via the Help Desk, the intranet or directly from the COR. The Help Desk will assign a work order number and notify the contractor regarding the nature of the trouble request, as well as, the response time expected of the contractor accordance with the response time priority indicated in the trouble call request. The Contractor shall ensure adequate technical personnel are available during normal training hours, topicality 7AM to 4PM to perform immediate corrective maintenance to isolate the failure, repair/correct the fault, and return the equipment to a ready-for-training (RFT) condition. The instructor and the COR will decide if the training will be stopped, thus, starting the clock on chargeable downtime for an immediate repair response, or if the repair can be postponed.

6.3.9 RESPONSE TIMES: The Contractor shall respond to malfunctions and equipment failures based on Response Time criteria below. Failure to return malfunctioning equipment to operable status within the timeframes established by these Response Time criteria will result in the contractor liability for chargeable downtime. The COR will assign the category for each action. The contractor may request an adjustment, extension, or modification of an assigned category. Adjustments, extensions or modifications to assigned action categories shall be approved by the COR.

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

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

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

6.3.10 DEPOT MAINTENANCE: The Contractor shall be responsible for all depot repair/rework of equipment. Depot Maintenance shall include in-shop repair and off-site maintenance. Off-site maintenance may be required due to technical documentation, spare parts or special tools and test equipment required to effect repairs/maintenance. Completed and ongoing Depot maintenance actions will be recorded in the appropriate maintenance database.

6.3.10.1 In the event equipment cannot be located for maintenance purposes, the Contractor shall notify the COR. Contractor personnel shall make reasonable efforts to locate such devices (i.e., contact DINFOS Help Desk or course supervisors). It is not intended for Contractor personnel to conduct an exhaustive search for equipment; rather, *diligent efforts* to locate the equipment should be made by contacting appropriate personnel before submitting written notification to the COR.

6.3.11 ELECTRONIC MAINTENANCE: The Contractor shall be responsible for all levels of maintenance, installation and/or modifications of all DINFOS facilities equipment and systems, including, but not limited to:

6.3.11.1 Television Studio Lighting, including all fixtures, control panels, associated control circuits, and wiring, as well as, all future modifications and installations.

6.3.11.2 DINFOS building's Public Address (PA) System including all microphones, cassette decks, tuners, CD players, mixers, amplifiers, speakers, associated control circuits, and associated wiring.

6.3.11.3 CATV System (Cable TV) distribution to include all modulators, demodulators, combiners, tuners, amplifiers, TV Sets, associated distribution hardware, and wiring.

6.3.11.4 Satellite Systems to include all satellite dishes, associated hardware, controllers, satellite receivers, and cabling.

6.3.11.5 Building Security Cameras, controllers, VCRs, DVRs and associated cabling.

6.3.11.6 Studio and work area furniture and rack systems.

6.3.11.7 Coordination of facilities engineering maintenance, repair and upgrades as determined by the Government.

6.3.11.8 Video Teleconference (VTC) equipment including tie lines, display equipment, cameras, codecs, and associated cabling.

6.4 **NEW EQUIPMENT:** The contractor shall assume responsibility for all maintenance, repair, installation and technical support for new equipment acquired by DINFOS, unless installation and maintenance are specifically contracted for in the acquisition of new equipment. The contractor shall

perform receipt inspections of new equipment, pre-engineering for and installation of new systems/equipment and/or re-engineering, removal and re-installation of existing systems/equipment as required. After completion of an operational check of these systems and equipment, appropriate entries shall be made to the maintenance database. New systems and equipment will be inspected, checked and entered in to the maintenance database within three working days after receipt from the Government. The 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. The Contractor shall provide operator training and equipment familiarization training to designated personnel as directed by the COR.

6.5 **STUDENT EQUIPMENT ISSUE POINT (SIP):** The contractor shall be responsible for managing the operation of the Student Equipment Issue Point (SIP) in accordance with DINFOS policies and operating procedures manual, (POPMAN). The contractor shall be responsible for, but not limited to:

6.5.1 Receive SIP requirements from the COR. This does not preclude contract personnel from interacting with DINFOS staff and faculty on a daily basis.

6.5.2 Ensure all equipment scheduled for issue is in good working order, properly inventoried, and sub-hand receipt to the customer.

6.5.3 Ensure all equipment scheduled for issue is organized and staged in a ready for issue status at the designated date and time scheduled by the instructor.

6.5.4 Ensure all equipment scheduled for turn-in is accepted and processed at the designated date and time as scheduled.

6.5.5 Provide adequate security and safekeeping of equipment maintained at the SIP. This includes restricting access to only those personnel authorized by the COR.

6.5.6 Ensure preventive maintenance is performed on all equipment returned to the SIP, and that corrective maintenance action is initiated on any malfunctioning equipment.

6.5.7 Notify the COR regarding missing equipment or equipment returned to the SIP damaged.

## 6.6 SILVER RECOVERY

6.6.1 The Contractor shall provide all the labor, materials, equipment, tools, and parts to maintain all of the equipment located in the Silver Recovery Room.

6.6.2 <u>CREDIT FOR RECOVERED ELECTROLYTIC SILVER FLAKE:</u> Any silver recovered by the Contractor shall be credited against the total cost of this contract. The Contractor shall submit to the COR a Quality Assurance Plan explaining in detail how the Contractor will insure that the Government is credited with the actual recovered silver.

6.6.3 The contractor shall perform periodic testing and thorough cleaning of required photographic processing equipment and surrounding workspaces IAW manufacturer guidelines and recommendations and Fort Meade Environmental policies.

## 6.7 SUPPLY SUPPORT (MAINTENANCE):

6.7.1 REPAIRABLES, REPAIR PARTS AND CONSUMABLES: The Contractor shall assume custody of repairable, repair parts, photographic chemicals, and consumables before the conclusion of the transition period. These materials shall remain the property of the Government and may be withdrawn by the Government at any time. If the withdrawn component results in non-availability of operable training equipment, said non-availability shall be non-
chargeable downtime to the Contractor until the component or a suitable replacement is returned by the Government in a Ready-For-Issue (RFI) status. The Contractor shall maintain responsibility for the repairable, repair parts and consumables through the duration of the contract. Responsibilities include, but are not limited to:

6.7.1.1 The Contractor shall be responsible for researching and requisitioning all repair parts and consumables required to effect repairs of the equipment at the government's discretion. Dependent upon the urgency of the requirement, as determined by the COR, the Contractor may be required to purchase repair parts and consumables directly utilizing company accounts with re-imbursement provided under the parts and consumables CLIN of the contract.

6.7.1.2 Maintenance of all repairable, repair parts and consumables within the inventory in a Ready-For-Issue (RFI) condition.

6.7.1.3 Issuing repairable, repair parts and consumables to Government personnel.

6.7.1.4 Maintenance of photography chemistry in accordance with photographic quality control standards.

6.7.1.5 Maintenance of a perpetual inventory (database) of available repairable, repair parts and consumables.

6.7.1.6 **Replenishment/Replacement:** The Contractor shall be responsible for the research, administrative processes and timely ordering of all equipment, parts, components, assemblies or consumables, associated with maintenance support. All spare/repair parts acquired for the performance of this contract shall become the property of the Government and shall remain the property of the Government. The contractor shall, in the acquisition of spare and repair parts, adhere to the following requirements:

6.7.1.6.1 All requirements and limitations of the Federal Acquisition Regulations governing the acquisition of commercial items.

6.7.1.6.2 The COR will approve all purchases of spare, repair and replacement parts.

6.7.1.7 **Inventory Adjustment:** Contractor recommended adjustments to the initial stock inventory level of repairable, repair parts and consumables which are based on past or projected usage rates or other justifiable factors (e.g., replacing older equipment with newer ones), as may be applicable, shall be submitted in writing, to the COR. The Government reserves the right to add to or withdraw from this inventory at any time.

6.7.1.8 **Manufacture of Repair Parts:** The Contractor shall be responsible for the timely manufacturing of minor repair parts which are found to be unavailable through normal replenishment or supply sources and which are necessary to accomplish equipment maintenance. Limited manufacturing capability is available on site.

6.7.1.9 **Configuration Control:** The Government will retain control of the configuration of all DINFOS equipment and associated cabling. No movement, changes or modifications to equipment or cabling shall be made without Government approval. Any Government approved movements, modifications and changes shall be accomplished by the Contractor with design accomplished and approved in advance by the Chief Engineer/COR.

## 6.8 CHANGES AND MODIFICATIONS

6.8.1 GOVERNMENT INSTALLED EQUIPMENT: The Government may accomplish changes and modifications of equipment and/or cabling. Unless otherwise directed by the Government, the Contractor shall continue to be responsible, during the period of change or modification, for equipment operation and maintenance of all equipment other than that undergoing change or modification. Upon completion of the change/modification, the contractor will then be responsible for operation and maintenance of the replaced and/or modified equipment in accordance with the requirement of this PWS.

6.8.2 CONTRACTOR INSTALLED EQUIPMENT: The Contractor, when directed by the Government, shall install new equipment and/or modify existing equipment configuration(s) as a Routine maintenance effort which shall be considered within the scope of this contract. New equipment installation or configuration modification(s) shall not interfere with scheduled training and shall be completed within a time frame approved by the DINFOS Chief Engineer. Acceptance of Contractor installed changes or modifications shall be conducted by the Government.

6.8.3 MOVEMENT OF EQUIPMENT: Movement of equipment from one location to another, which requires disconnect/reconnect shall be performed under the same parameters as equipment modifications.

6.8.4 EQUIPMENT INSPECTIONS: When Government directed changes or modifications to equipment are executed by the Contractor, pre-modification and post-modification inspections may be accomplished at the discretion of the Government.

6.8.5 EQUIPMENT RELIABILITY/MAINTAINABILITY CHANGES: Contractor change requests to improve training equipment reliability and maintainability, including parts interchangeability, shall be submitted to the Government in accordance with established procedures. No changes will be made prior to COR approval of the request. The Contractor shall be responsible for any subsequent modification to documentation reporting.

6.8.6 INFORMATION ASSURANCE: The contracted Broadcast IT Specialist is responsible for adherence to DOD IA standards for all broadcast network devices ***whenever possible***. This includes, but not limited to, network routing switches, firewalls, servers and associated devices that are or can be connected to the internet or phone lines. Where this is not practical/interferes with proper operation, an exception to policy shall be generated and submitted to the Government for approval.

6.8.7 NON-GOVERNMENT TOOLS AND TEST EQUIPMENT: The Contractor shall be responsible for providing any additional tools and test 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.) or any other tools and test equipment required to perform the maintenance requirements of the PWS. The contractor shall also furnish tool boxes and containers for the storage and safekeeping of such tools/equipment. Contractor provided equipment, tools and test equipment shall remain the property of the Contractor upon completion of contract performance.

6.8.8 CALIBRATION: The Contractor shall be responsible, at Contractor's expense, for compliance with calibration cycles of all tools and test equipment within DINFOS. Tools and test equipment shall be calibrated in accordance with the original equipment manufacturer recommendations. The Contractor shall be responsible for delivery and pickup of tools and test equipment requiring calibration or repair. The Contractor shall, at a minimum, calibrate all equipment, GFE and tools requiring calibration bi-annually (in odd years, e.g. 2011, 2013, etc.) during the months of October, November and December.

6.9 **OFF-SITE COURSE SUPPORT:** The contractor shall provide technical and maintenance support for off-site training courses and activities (e.g. Syracuse University) that utilize audiovisual equipment and systems. Such support may include site visits as required, funded, and approved by the Chief Engineer or Chief of Logistics. Government funded regional travel for training or other purposes shall be approved on a case-by-case basis.

6.10 **INSTALLATION OF NEW SYSTEMS:** The Contractor shall install and/or coordinate the installation of new systems or components at DINFOS. Coordination for installation of new systems or components shall include, but not limited to, identifying blocks of audio/video/data/control cabling and numbering using the DINFOS cable numbering standard, wiring to demarcation of the new system, cable length calculations and system installation and testing within the facility. All actions shall be coordinated with the DINFOS Chief Engineer, and planned so as to avoid or minimize disruption to the training schedule.

6.11 **FIELD TRAINING EXERCISE (FTX) SUPPORT:** The Contractor shall provide technical and maintenance support for all DINFOS Field Training Exercise (FTX) broadcast and audiovisual equipment and systems. The Contractor shall furnish all transportation for their personnel, tools, and equipment to and from the site.

6.12 **SPECIAL EVENT SUPPORT:** The Contractor shall be responsible for the technical support of special events conducted at DINFOS and the FTX Site and or as directed by the COR. Such support includes, but is not limited to, equipment delivery, set-up, continuous technical support for the duration of the event, equipment tear down, and return of equipment. These functions may include, but not be limited to:

6.12.1 Set-up and operation of public address (PA) systems using fixed, wireless and portable equipment.

6.12.2 Set-up and operation of portable video acquisition and playback equipment and the interface to fixed systems.

6.12.3 Set-up of microphones, projection systems, monitors, etc. as well as all cabling required.

6.12.4 Operation and monitoring of ISDN video teleconferences.

## 6.13 DESIGN, ANALYSIS AND EVALUATION SUPPORT:

6.13.1 The contractor shall provide recommended design, analysis and evaluation support to the DINFOS Chief Engineer/COR in conjunction with the purchase of new equipment, replacement equipment and systems design, redesign, or other capabilities.

6.13.2 The Contractor shall provide CAD/drafting support of equipment, network, and system configurations resulting from the installation of new equipment or relocation of existing equipment. The Contractor will receive data from the DINFOS Chief Engineer and will develop industry standard drawings from the information provided. The Contractor shall provide a hard copy of the completed drawing to the DINFOS Chief Engineer for approval before installation.

## 7. SUBMITTALS:

| PWS Task# | Deliverables | Format | Number | Calendar Days After Contract Award |
|---|---|---|---|---|
| 7.4 | The contractor shall schedule a post-award kickoff meeting with the Government | Deliverable should identify the overall plan and discuss the work breakdown structure. | Standard Distribution *<br><br>To KO (Contract Officer), COR at DINFOS | NLT 10 work days after award of contract. |
| 7.1.2 | The contractor shall develop and maintain a Program Management Plan (PMP) | As Directed By COR | Standard Distribution | Within 15 work days) of contract award |
| 7.3 | The contractor shall develop and submit a monthly status report | As Directed By COR | Standard Distribution | Monthly – ten (10) days after close of month |
| 7.2 | Contractor shall participate in regular In-Process Reviews (IPRs) | As Directed by COR | Standard Distribution | As directed by COR |
| 7.3 | Quality Control Plan | As Directed by COR | Standard Distribution | 30days of contract award |

## 7.1 PROGRAM MANAGEMENT PLAN:

7.1.1 The Contractor shall provide program management support to DINFOS to ensure that work under this contract is managed efficiently, and shall provide best practices to provide ongoing support throughout the period of performance.

7.1.2 The Contractor shall develop and maintain a Program Management Plan (PMP) that shall be used as the underlying foundation for technical direction, resource management, and other planning, throughout the period of performance.

7.1.3. The PMP shall include, as a minimum, the following, where appropriate:

- Status of current and planned initiatives and programs
- All contractor performed tasks and subtasks
- Project organization
- Project transition processes, Transition Plan updates, and schedule
- Contractor organizational structure
- Contractor personnel assignments and duration
- Key deliverables
- Contractor travel information
- Budget information (planned versus actual, including incurred but not billed by task and subtask);

7.2 **CONTRACT PERFORMANCE REPORT:** The contractor shall participate in regular In-Progress Reviews (IPRs) that provide the Government with a review of current and planned activities for major duty areas and to report current costs. This review shall at a minimum:

- Summarize projects, schedules, activities, travel, and actions taken
- Identify concerns, issues, risks, and resolutions of identified problems or concerns
- Provide financial estimates concerning the costs of all CLINs expenditures during the previous months, including actual incurred, but not billed, expenses versus what was planned for the month, and cost projections through the remainder of the current task order
- Provide contractor personnel roster

COMPLIANCE WITH LOCAL DIRECTIVES: The contractor shall ensure all employees are aware of and comply with all local directives, including the DINFOS' Procedures and Operations Manual (POPMAN).

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 and professional service to all personnel.

7.3 **MONTHLY STATUS REPORT:** The Contractor shall develop and submit a monthly status report to the Task Monitors to include, at a minimum, project deliverable status, accomplished tasks, status of ongoing projects and plans of any upcoming tasks and risks.

**Quality Control Plan:** The contractor shall submit a Quality Control Plan to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services.

7.4 **POST-AWARD AGENDA AND MEETING:** The Contractor shall schedule a post-award kick-off meeting with the Government within 10 working days after the contract award date. The contractor shall prepare an agenda that includes, as a minimum, an overview of project tasks, transition issues, development, deployment, and operational initiatives, security requirements, and any other logistics issues. **(Amend 0001)**

## 8. REPORTS AND RECORDS:

8.1 **REPORTS:** The Contractor shall utilize and comply with Government and Contractor established reporting system(s). These systems are subject to periodic review by the COR. At a minimum, the Contractor shall submit the following reports to the COR, at the frequencies stated:

8.1.1 WEEKLY JOB CONTROL STATUS REPORTS: A Job Control Status Report shall be submitted by the contractor to the COR prior to 0800 on Tuesday of each workweek. This report shall include, but not limited to, equipment identification, equipment location, description of problem and equipment status, job control number, initial date/time of job notification, date of job completion, job priority, repair parts required, the corrective action taken and accounting data for repair parts that may be on order.

8.1.2 INVENTORY REPORT: The Contractor shall provide a perpetual inventory system containing data file record of Government furnished property in a digital database, in a format as directed by the COR. The Contractor shall reconcile inventory shortages as a result of lack of control, lost or stolen items, etc. Perpetual inventory reports must include all major equipment, spare parts, silver bearing chemistries, consumable materials, tools and test equipment, calibration cycles and calibration due dates for applicable tools and test equipment, technical data and software. A copy of the inventory report or updates shall be made available to the COR upon request.

8.1.3 UTILIZATION REPORT: A continuous utilization record shall be established and maintained for spares, spare parts, sub-assemblies, and spare printed circuit boards. The record shall be itemized to include, at a minimum: part number, item nomenclature, item cost, and end-item or job order application. Current utilization record(s) shall be made available to the COR upon request.

8.1.4 MONTHLY O&M EXPENDITURE REPORT: A continuous record of maintenance budget expenditures shall be maintained with a report provided monthly to the DINFOS Chief Engineer. This monthly summary report will outline the previous month's expenditures and a running tabulation of expenditures vs. budget.

8.2 **RECORDS:** The Contractor shall maintain the following records as a part of the overall performance under this PWS.

8.2.1 GOVERNMENT-FURNISHED PROPERTY ACCOUNTABILITY: The Contractor shall record and account for all Government property used or held by the Contractor in accordance with FAR 52.245.1. 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. The Contractor shall prepare and submit Property Administration and Accounting Records when requested by the Contracting Officer/COR. All new equipment and equipment moved within DINFOS must be posted to the Government database within 3 working days. The procedures the Contractor develops under this task must cover all Government furnished property used in all tasks. In the event equipment cannot be located for inventory purposes, Contractor personnel shall make all reasonable efforts to locate such equipment before submitting a written notification to the COR. In no instance shall accountable property be removed from the site by the Contractor without written permission of the COR.

8.2.2 DRAWINGS: The Contractor shall maintain drawings and cable run lists for all DINFOS equipment and system configuration(s). Records shall incorporate a drawing tree for quick reference and

identification of the more detailed drawings. Two copies of equipment and system configuration drawings/lists are required: (a) Master set of drawings and run lists to be retained by the DINFOS Chief Engineer, and (b) a working set to be retained and maintained by the Contractor, in the Contractor's technical work area. Drawings will only be updated when equipment configuration revisions have been finalized. Only the working copy of drawings and run lists will have pen and ink changes to identify intermediate changes until a revision is issued. All drawings shall comply with the DINFOS design and installation SOP.

8.2.3 TECHNICAL DOCUMENTATION: Government owned publications and technical data pertaining to the equipment to be supported shall be maintained by the Contractor. The Government will provide the Contractor with any technical manual updates received for equipment under the Contractor's responsibility. The Contractor will be responsible for filing such updates and maintaining the technical library.

8.2.4 REPAIR PARTS AND CONSUMABLE ACQUISITION: The Contractor shall maintain written records of all purchases made in support of the Engineer or Logistics effort. The Contractor's records shall be kept current and accurate. Records shall be sufficient to clearly, at a minimum, show COR approval for the purchase, market research conducted (quotes received), where purchased, item(s) purchased, by quantity, noun, part number, manufacturer and dollar value of each individual purchase and receipt and acceptance of purchased item(s). These records shall be made available for review by the COR upon request.

9. **SERVICE DELIVERY SUMMARY:** The Service Delivery Summary lists those PWS performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. The absence from this Service Delivery Summary of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Termination for Cause".

| *Performance Objective* | *PWS Para* | *Performance Standard* | *AQL* | *Method of Surveillance* |
|---|---|---|---|---|
| **General Provisions & Practices** | 6.1 | The Contractor shall support all audio visual, broadcast, broadcast IT, photographic, still imagery equipment, systems and facility type systems assigned to DINFOS within this PWS. | No more than 2 valid customer complaints received per month. | Valid Customer Complaints; Periodic Evaluations; Customer complaints from DINFOS staff or faculty. |
| | 5.0 | Contractor shall provide qualified personnel to support all office and classroom needs at DINFOS. | | |
| | 8.2 | The Contractor shall maintain the equipment/supply inventory in accordance with the Government-Furnished Equipment (GFE) in this PWS. | | |

| | | | | |
|---|---|---|---|---|
| **Equipment Maintenance** | 6.3 | The Contractor must complete any scheduled maintenance shall assume full maintenance responsibility for all equipment and systems. Contractors must complete any scheduled maintenance, optional checks and training for class/session preparations. | No more than 2 valid customer complaints received per month. | Customer Complaints; Periodic Evaluations; Customer complaints from DINFOS staff or faculty |
| **New Equipment** | 6.4 | Contractor shall perform receipt inspections of new equipment. New equipment will be inspected, checked and entered in to the database within three working days after receipt from the vendor. | No more than 2 valid customer complaints received per month. | Government site inspection |
| **Environmental & Hazardous Material Handling** | 13.3 | Contract shall comply with all applicable federal, state, and local laws and regulations when handling hazardous material under this PWS. | No more than 2 valid customer complaints received per month. | Government site inspection |

9.1 **CONTRACTOR PERFORMANCE:** Contractor performance under this PWS will be monitored and compared to the contract requirements and the Acceptable Quality Levels (AQLs) using the Government's Quality Assurance Surveillance Plan (QASP). The Government reserves the right to revise and re-draft the Quality Assurance Plan at any time during the life of the contract, if in the estimation of the Government, increased or decreased Quality Assurance surveillance is necessary. The government will do spot checks and direct observation and reference in PWS on contractor performance.

9.1.1 The Contractor's performance of this contract will be subjectively evaluated by the Government based upon the overall performance in meeting the specifications set forth in this contract including any amendments or changes hereto. The Contractor's management efforts accomplished under this contract will directly affect the policies, procedures, and general tones for the operation of the contract.

9.1.2 PERFORMANCE MEASUREMENTS: The performance measurements under this contract shall be based on timeliness and quality of the work and deliverables provided by the Contractor under this contract.

9.1.3 Measurements can be accomplished by statistical random sampling, 100 percent inspection, periodic surveillance, and customer feedback. This will focus on the quality, quantity, and timeliness of the performance outputs to be delivered by the contractor – not on the steps required or procedures used to provide the service.

9.1.4 Below are the Performance Ratings that will be used in evaluating performance. Performance will be evaluated on a quarterly basis.

| |
|---|
| **Exceptional** –Greatly exceeds or enhances the task order requirements to the Government's benefit. |
| **Acceptable** – Performance meets contractual requirements. |
| **Unacceptable** – Performance does not meet contractual requirements. |

9.1.5 GOVERNMENT REMEDIES: The contracting officer shall follow the requirements of FAR 52.212-4, Contract Terms and Conditions – Commercial Items (MAR 2009), for contractor's failure to correct non-conforming services.

**10. CONTRACTOR PERSONNEL:** The contractor shall provide the necessary personnel to meet or exceed, to commercial and Government standards, the requirements in accordance with the terms of this contract. The contractor shall submit for review and approval by the Contracting Officer's Representative (COR), the resumes for all personnel who are to be utilized during this contract period. The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

10.1 **APPEARANCE AND CONDUCT:** The Contractor shall be responsible for the supervision and conduct of all contractor's employees. The Contractor's personnel appearance and conduct shall be appropriate to the training environment in which military, foreign and civilian Government personnel are present. Contractor personnel shall conduct themselves in an efficient and professional manner at all times. In the classrooms, assigned office, storeroom and work areas, clothing and shoes must conform to OSHA requirements. Contractor personnel will be furnished a Government identification tag which shall be worn by all contractor personnel during the performance of this contract. Contractor personnel will also be issued decals for their personal vehicles.

10.2 **VERBAL AND WRITTEN COMMUNICATION:** All contractor employees performing under this contract must be able to read, communicate, and understand the English language. All communications with Government personnel shall be in English.

10.3 **ADMINISTRATION/SUPERVISION:** The Contractor is responsible for the overall management of the Contractor's operation including Contract and Operations Management, Contract and Property Administration, and Financial Management. The Contractor shall retain sole administrative and supervisory responsibility for all Contractor personnel. The Contractor shall designate a Site Manager and an on-site Shift Supervisor. This in no way precludes the Site Manager from performing as shift supervisor, and shall in no way be construed as Government direction in the matter of labor mix or supervisory overhead factors.

10.4 **TRAVEL:** Long distance travel may be required during the performance of this contract. Long distance travel shall be reimbursed to the extent allowable pursuant to the Joint Travel Regulations (JTR). **(Amend 0001)**

10.5 **TRAINING:** The Contractor is responsible for ensuring that an adequately trained technical staff is available at all established times. The Contractor shall be responsible for all training of its employees to enable such personnel to perform the tasks delineated in this PWS. As a minimum, this shall include initial training during the mobilization phase, training of replacement personnel, any necessary refresher training, and training required as a result of Government or Contractor change or modification of equipment. All training received shall be documented in the individual's training jacket. As a minimum, training jackets will document the following qualifications: Safety/Security Training, Emergency Procedures, cardiopulmonary resuscitation (CPR), Government provided new equipment training when applicable, and other qualifications as may be identified in the future during performance of this contract and delineated by subsequent contract modification. Training for contractor personnel on new equipment or software purchased by the Government may be provided by the Government, as approved by the COR. However, this does not relieve the contractor from the responsibility of ensuring

that an adequately trained technical staff is available at all times. The Government shall reimburse training hours only that are unique to DINFOS. Such training shall be coordinated in advance with the COR prior to scheduling or enrolling in the training. The Contractor shall bear the tuition and travel costs for common training and training required DoD-wide. IAW with DoD 8570.01-M, the Contractor shall pay for contractor certification and all training required for certification preparation and maintenance. Employee's labor hours during the period of training shall be the responsibility of the contractor.

10.6 **OTHER REQUIREMENTS:**

10.6.1 The Contractor must ensure vacancies are filled with technically qualified and appropriately skilled replacements and will provide the Government a request for key personnel substitution within four weeks of an incumbent's departure.

10.6.2 Assigned contractors must report to the COR all mishaps occurring during the performance of this contract if they result in personal injury, Government property damage, or financial loss to the Government. The Contractor shall support the Government in the mishap investigation.

10.6.3 Assigned contractors must adhere to all POPMAN requirements, paying special attention in the area of faculty-student relations to include appropriate, professional speech; personal conduct; and compliance with the DINFOS fraternization policy.

10.6.4 Assigned contractors must display his/her government provided identification badges and nametags and these Identification badges/Nametags shall be prominently displayed at all times by contract employees while in DINFOS facilities.

10.6.5 Assigned Contractor "signature blocks" on email and correspondence shall be structured to indicate that an individual is a contractor. Access to the facilities is granted to contractor employees only in the performance of their duties.

10.6.6 The following is a list of software that is currently utilized by DINFOS. Assigned contractors will be required to be familiar with and be able to use the following software:

Software: Microsoft Office Suite, and Microsoft Internet Explorer.
SUPPORTED OPERATING SYSTEMS: CLIENT Windows 2000, Windows XP, Mac OS9, Mac OSX, VISTA & Linux.

10.6.7 <u>UTILITIES CONSERVATION:</u> 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 for 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.

10.6.8. <u>JANITORIAL:</u> The Contractor shall be responsible for cleaning their assigned offices, maintenance shops/work areas and storerooms. All areas the Contractor occupies will be left in the same physical and orderly condition as before the Contractor occupied or used the area. Contractor shall provide all material and supplies required to affect such efforts.

10.6.9 TRANSPORTATION: The Contractor shall furnish all transportation for their personnel, tools, and equipment between all points of business requiring Contractor's services under performance of this contract.

10.6.10 CONTINUOUS IMPROVEMENT: The Contractor is encouraged to make 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, generally the government technical representative.

10.6.11 PERMITS: Contractor shall, without additional expense to the Government, obtain all appointments, licenses, certifications, and permits required for the performance of its responsibilities hereunder. In doing so, 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.

**11. PLACE OF PERFORMANCE AND HOURS OF OPERATIONS:** The primary place of performance under this contract shall be at the Defense Information School (DINFOS), 6500 Mapes Road, Fort George G. Meade, MD 20755. Generally, work hours will be between 0700 – 1700, Monday through Friday except national holidays. Other working hours will be negotiated between the Government COR and Contractor. For the purpose of this contract, the following are recognized as Federal Holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. **(Amend 0001)**

NOTE: If a holiday falls on Saturday, the preceding Friday will be observed. If a holiday falls on Sunday, the following Monday will be observed. If a holiday falls on a regular workday, routine services shall be rescheduled. Where this holiday schedule conflicts with the contractor's company holiday schedule, the Government schedule shall prevail. Executive Orders authorizing Government military and civilian time off apply to Government operations but do not apply to contractor operations. The contractor and COR shall determine appropriate staffing levels to ensure services are provided in accordance with the performance work statement.

11.1 **ACCESS TO WORK SITE BEFORE OR AFTER NORMAL WORK HOURS:** The Contractor shall not enter the work site before or after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site before or after normal work hours, the Contractor shall notify the COR, who must make prior arrangements for access. In this case, 24-hour notification is required. Access shall only occur upon approval.

11.2 **COMPENSATION FOR OTHER THAN NORMAL DUTY HOURS WORK:** The Contractor shall perform work under the contract, so far as practicable, without using overtime, particularly as a regular employment practice, except when lower overall costs to the Government will result or when it is necessary to meet urgent mission needs. Periodically, requirements may require work to be accomplished at times other than normal duty hours. The contractor shall use flexible work scheduling techniques to minimize any support required outside of normal business hours.

11.2.1 OVERTIME: The use of overtime is only authorized under this contract and reimbursed if the overtime is necessary to meet essential delivery or performance schedules; make up for delays beyond the control and without the fault or negligence of the contractor; or eliminate foreseeable extended production bottlenecks that cannot be eliminated in any other way. Government approval for overtime is

required in writing and in advance. In the event overtime support becomes necessary, the contractor will be reimbursed through funding on a separate CLIN.

**12. GOVERNMENT FURNISHED PROPERTY/SERVICES:** The Government will provide contractor personnel access to Government buildings and provide the Contractor application and development software, documentation, workstations, printers, Internet access and server access as required for them to perform their duties under this PWS. The Contractor is responsible for the proper and reasonable care, use and safekeeping of all Government property provided for contractor use. The Contractor shall report all theft, vandalism, or destruction of property and/or equipment to the COR immediately upon discovery. The Contractor shall ensure that no pilferable material is left unattended.

12.1 **WORKSPACE:** The Government will provide administrative, storage, and maintenance areas (including existing furnishings) to the Contractor's dedicated on-site personnel for their use in the performance of the duties required by this contract. The areas to be provided by the Government are currently rooms 1214, 1212B, 1212C and 1203. These areas are scheduled to temporarily re-locate by FY13 to a nearby area. All office furniture/equipment provided by the Government shall remain the property of the Government while in the custody of the Contractor, and will be accounted for through an initial transition inventory, signed by both the Contractor and COR.

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

12.3 **TELECOMMUNICATIONS:** The Government will provide telecommunications service, as currently exists at DINFOS. 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. Relocation expenses shall be borne by the Contractor.

12.4 **JANITORIAL SERVICES:** The Government will provide janitorial services for those areas that are not the Contractor's responsibility.

12.5 **FACILITY MAINTENANCE AND REPAIR:** The Government will provide facility maintenance as required.

12.6 **PHYSICAL SECURITY:** The Government will provide external security for the School facilities in accordance with applicable directives.

12.7. **REPAIR PARTS AND CONSUMABLES:** The Government will only furnish repair parts and consumables when the COR has determined that it is in the best interest of the Government to do so.

12.8 **TECHNICAL INFORMATION:** The Government will provide to the Contractor all technical manuals, training data and engineering data required to effect repair of equipment. The Contractor shall maintain the technical information while in his/her custody and shall be responsible for replacing any documentation which is lost, stolen or damaged by Contractor personnel. All manuals, documents, and data provided by the Government shall remain the property of the Government. Replacement of documentation for other than obsolescence shall be the responsibility of the Contractor.

12.9 **GOVERNMENT TOOLS AND TEST EQUIPMENT:** The Government will provide to the Contractor, as part of Government Furnished Property, all those existing special tools and test equipment available on-site. All tools and test equipment provided by the Government shall remain the property of the Government. The Government will not calibrate or repair GFE tools or test equipment. Calibration and repair of tools and test equipment are the responsibility of the Contractor. The Government will only replace GFE tools and test equipment which become obsolete, inoperable due to age or non-availability of repair parts or are uneconomical to repair. Tools or test equipment which are lost, stolen or damaged and inoperable through negligence by Contractor personnel shall be replaced by the Contractor. Replacements shall be of equal quality, as determined by the COR. Such Contractor replaced equipment shall become Government property.

**13. SAFETY, SECURITY AND ENVIRONMENT:** This work will not involve classified material or information. Whenever a potential safety, security or environmental hazard or violation is observed, the Government may, at any time, stop a Contractor's work in progress to correct or make safe the hazard or situation observed. A security clearance is not required at this site. Contractor personnel, although recognized as employees and under the administrative control of the Contractor, shall be required to comply with all DINFOS, County, State and Federal directives and requirements as to safety standards, security regulations and environmental regulations applicable to the assigned site of work. The Contractor shall maintain Material Safety Data Sheets for all hazardous chemical products used in the performance of this PWS by Contractor personnel. Contractor personnel shall be subject to security, safety, and environmental inspection and/or investigations at all times and shall immediately report any accident or incident with respect to security, safety, or environmental implications to the COR through the Site Manager. Personnel shall also report any other conditions or incidents, through the Site Manager, which could be reasonably expected to be of interest to the Government, such as damage or loss of Government property, or unauthorized personnel in the building. All reports shall be made to the COR or his designated representatives without delay.

13.1 **PHYSICAL SECURITY:** The Government will provide external security for the School facilities in accordance with applicable directives.

13.1.1 IDENTIFICATION: The Contractor shall provide to the COR a complete list of all Contractor and its subcontractor personnel who will be working on site. This list shall include the name, address, date and place of birth and social security numbers of these individuals and shall be on the Contractor's letterhead. Fort George G. Meade requires background investigations prior to individual contractors beginning work. This process normally takes 2-3 weeks. A Government issued CAC card is required for all full time contract personnel. This can be acquired after the background investigation is approved, and the employee begins work at DINFOS. The Contractor is required to obtain and wear at all times a DINFOS Badge or DINFOS Visitor' badge when working on the grounds of the facility. Contact the COR for details.

13.2 **POST SECURITY:** Procedures for Vehicle Registration and CAC card are located on the below web sites:

Vehicle Registration web site:
http://www.ftmeade.army.mil/pages/vcc/vcc.html

Common Access Cards (CAC) web site:
http://www.ftmeade.army.mil/pages/id_cards.html

13.2.1 The Government reserves the right to make random inspections of the Contractor's employees' vehicles and/or personal possessions on entry or exit or at any time while on Government installations. The Contractor shall display Government issued security badges at all times while on Government premises.

## 13.3 ENVIRONMENTAL & HAZARDOUS MATERIAL HANDLING:

13.3.1 TRAINING: The Contractor shall ensure that their staff working on this scope of work has been fully trained to meet the Occupational Safety and Health Hazard Communication Standard 29 CFR 1910.1200. The Contractor shall have available at the site any Material Safety Data Sheets (MSDSs) for hazardous materials used on this project.
The Contractor is responsible for providing certified training to Contractor employees in accordance with applicable federal and state regulations for hazardous material handling.

### 13.3.2 Handling And Temporary Storage Of Hazardous Materials/ Wastes:

13.3.2.1 The Contractor shall comply with all applicable federal, state and local laws and regulations addressing the handling, mixing, storing and disposal procedures for regulated wastes and hazardous materials.

13.3.2.2 The Contractor shall handle, containerize and store all regulated hazardous and non-hazardous waste generated as a result of their maintenance.

13.3.2.3 The Contractor shall transport required chemicals to and from chemical mixing areas to respective laboratory areas for use. The Contractor shall also transport chemicals from these laboratory areas to the designated Government disposal areas. The Government shall provide appropriate Department of Transportation (DOT) approved containers.

13.3.2.3 The Contractor shall promptly notify the appropriate authorities and/or the Ft. Meade Environmental Safety Coordinator of any spill.

13.3.2.4 The Contractor shall prepare regulated chemicals and chemical waste containers for transport, storage and disposal to include marking, labeling and preparation in accordance with OSHA and local instructions.

13.3.2.5 The Contractor is responsible for any additional expenses incurred as a result of any acts of noncompliance with, or violation of, federal, state or local laws or regulation regarding the handling, storage and transportation of hazardous materials/waste.

## 13.4 PHOTOGRAPHY CHEMICAL MATERIAL:

13.4.1 STORAGE, MIXING, AND DISTRIBUTION: The Contractor shall be responsible for the safe storage, mixing, and distribution to the point of use of all photography related chemicals. These chemicals are flammable, toxic and hazardous.

13.4.2 QUALITY CONTROL: The Contractor shall conform to industry standards in the use of valid, in-date (current) process control strips to certify all processors under this contract.

13.4.3 PACKAGING & SHIPMENT OF EQUIPMENT: The Contractor shall pack and prepare for shipment equipment in the event of emergency repair or warranty replacement from DINFOS, Ft. Meade, MD. Specifics relative to this tasking are as follows:

13.4.3.1 The Contractor shall assume total responsibility and liability for the equipment during disassembly, packing and shipment.

13.4.3.2 The Contractor shall provide the COR with a complete inventory listing of all items packed for shipment.

13.4.3.3 The Contractor shall get approval in writing and in advance from the COR prior to shipment and with notice if insurance is required for this property.

**14. TRANSITION AND PHASE-IN PERIOD:** The mission of the Defense Information School requires a phase-in/transition period which will ensure a seamless transition from the current contractor to a potentially new contractor and to prevent disruption in service. The Contractor shall submit a Phase-in Plan with their proposal and identify the prices associated therewith. The phase-in period shall not exceed 30 calendar days and will start before the contract performance period.

14.1 **TRANSITION:** As a minimum, the Contractor shall provide the successor Contractor access to the site, training equipment, material, and to all technical documentation and publications and shall allow the successor Contractor to observe the performance (over-the-shoulder) of all required maintenance and support tasks as on-the-job (OJT) function on a not-to-interfere with training and maintenance basis throughout the transition period. The Contractor is responsible for their employees' labor and non-labor costs that are incurred during the transition period. The process (herein after referred to as the Transition) shall ensure a smooth transition from contract award to full operational status (phase-in), a smooth transition from current contract performance to performance by a different Contractor in a follow-on period (phase-out), and no interruption to mission requirements performed as defined in this PWS. The Phase-in Plan should include a clear and feasible approach/strategy for obtaining all required resources (manpower, equipment, and finances) within a minimum period of time after contract award. The Phase-in Plan should contain a detailed plan of action and milestones for the phase-in of each function identified in the PWS and identify costs associated with each one. At a minimum, the Contractor shall address the following factors in the Phase-in Plan: employee recruitment; equipment leases/acquisitions; supervision of phase-in; interface with DINFOS during phase-in, to include meetings or status reports as necessary; approach to maintaining quality and minimizing disruption to the DINFOS mission; manning of phase-in; initial training, indoctrination, and orientation of employees; development and dissemination of operating instructions, procedures, and control directives; transfer of Government furnished equipment (GFP); a plan to control GFP; a plan that clearly details how the joint inventory will be conducted and completed during phase-in; and amount of time required from notification of contract award to operating and assuming complete responsibility for furnishing all services to be accomplished under the proposed contract.

14.2 **PHASE-IN:** The Contractor shall prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of this contract. All Contractor personnel assigned to this contract shall be present or available on or before expiration of the phase in period. The Government will make facilities and equipment available to the Contractor during the period of phase-in operations for observation of incumbent contracted work prior to full contract performance. The phase-in period allows contractor personnel to familiarize themselves with site equipment configuration receive and exchange information to learn the standard procedures for performing the tasks described in this PWS,

and conduct required inventories and inspections of GFP. The Contractor's Phase-in Plan should demonstrate the Contractor's grasp of phase-in problems and present reasonable solutions and rationale to these problems. During the phase-in period, the Contractor may expect assistance from the incumbent contractor or the Government or both in the following areas:

- Familiarization with current and planned projects, equipment installations, equipment upgrades, modifications, removals, relocations, and incumbent contractor engineering and configuration recommendations.

- Familiarization of Contractor personnel with physical locations of installed equipment, storage areas, shipping and receiving areas, and locations of both spare equipment and spare parts.

- Familiarization with procedures pertinent to the handling of Government Property including property book management and accountability, shipping and receiving of Government Property, and inventory control of Government Property as these subjects relate specifically to Contractor operations.

- Training on the use of the existing maintenance database software and associated local area networks, Government provided computer hardware, local area network operations, and interfaces.

- Familiarization with the maintenance history database relating to the Government equipment to be maintained under this contract.

- Familiarization with procedures relating to current quality control and quality assurance programs.

- Familiarization with the current CAD software, hardware, and procedures and policies regarding the development of engineering and maintenance related drawings and blueprints.

- Orientation and familiarization with the command and management structure of DINFOS in addition to the internal and external operational interfaces required of the Contractor.

14.2.1 During phase-in, the Contractor and DINFOS QAE will mutually develop Quality Assurance (QA) plans and checklists. Accordingly, the Contractor shall, jointly with the Government and the incumbent contractor, inventory all GFE 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 incumbent contractor upon completion of the inventory, and subsequently transfer custody to the incoming Contractor. 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

14.3 **PHASE-OUT:** The services provided 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, will continue the services. Phase-out shall be conducted in accordance with FAR 52.237-3, Continuity of Services. Contractor shall develop a training program to familiarize the successor in the following areas to include, but not limited to:

- Familiarization with current and planned projects, equipment installations, equipment upgrades, modifications, removals, relocations, and incumbent contractor engineering and configuration recommendations.

- Familiarization with DINFOS operation equipment layout, to include, but not limited to, local area networks and their security features and passwords, system's configuration and their security features and passwords if applicable, and facility layout.

- Familiarization of Contractor personnel with physical locations of storage areas, shipping and receiving areas, and locations of both spare equipment and spare parts.

- Familiarization with procedures pertinent to the handling of Government Property including property book management and accountability, shipping and receiving of Government Property, and inventory control of Government Property as these subjects relate specifically to Contractor operations.

- Training on the use of the existing maintenance data base software and associated local area networks, Government provided computer hardware, local area network operations, and interfaces.

- Familiarization with the maintenance history database relating to the Government equipment to be maintained under this contract.

- Familiarization with the current CAD software, hardware, database, and procedures and policies regarding the development of engineering and maintenance related drawings and blueprints.

- Orientation and familiarization with the command and management structure of DINFOS in addition to the internal and external operational interfaces required of the Contractor.

- Familiarization with the processes and procedures pertinent to the approvals for, and acquisition of, spare/repair parts and consumables required in the performance of the maintenance mission.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 1001 | N/A | N/A | N/A | Government |
| 1002 | N/A | N/A | N/A | Government |
| 1003 | N/A | N/A | N/A | Government |
| 1004 | N/A | N/A | N/A | Government |
| 1005 | N/A | N/A | N/A | Government |
| 2001 | N/A | N/A | N/A | Government |
| 2002 | N/A | N/A | N/A | Government |
| 2003 | N/A | N/A | N/A | Government |
| 2004 | N/A | N/A | N/A | Government |
| 2005 | N/A | N/A | N/A | Government |
| 3001 | N/A | N/A | N/A | Government |
| 3002 | N/A | N/A | N/A | Government |
| 3003 | N/A | N/A | N/A | Government |

| | | | | |
|---|---|---|---|---|
| 3004 | N/A | N/A | N/A | Government |
| 3005 | N/A | N/A | N/A | Government |
| 4001 | N/A | N/A | N/A | Government |
| 4002 | N/A | N/A | N/A | Government |
| 4003 | N/A | N/A | N/A | Government |
| 4004 | N/A | N/A | N/A | Government |
| 4005 | N/A | N/A | N/A | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---|---|---|---|---|
| 0001 | POP 01-OCT-2010 TO 30-JUN-2011 | N/A | HQ0515 DEFENSE INFORMATION SCHOOL DINFOS<br>MS. MARY L. THOMAS<br>6500 MAPES ROAD<br>LOGISTICS DIV ROOM 1212<br>FT GEORGE MEADE MD 20755-5620<br>301-677-3310<br>FOB: Destination | HQ0515 |
| 0002 | POP 01-OCT-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 0003 | POP 01-OCT-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 0004 | POP 01-OCT-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 0005 | POP 01-OCT-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 1001 | POP 01-JUL-2011 TO 30-JUN-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 1002 | POP 01-JUL-2011 TO 30-JUN-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 1003 | POP 01-JUL-2011 TO 30-JUN-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 1004 | POP 01-JUL-2011 TO 30-JUN-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 1005 | POP 01-JUL-2011 TO 30-JUN-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |
| 2001 | POP 01-JUL-2012 TO 30-JUN-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | HQ0515 |

| | | | | |
|---|---|---|---|---|
| 2002 | POP 01-JUL-2012 TO 30-JUN-2013 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 2003 | POP 01-JUL-2012 TO 30-JUN-2013 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 2004 | POP 01-JUL-2012 TO 30-JUN-2013 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 2005 | POP 01-JUL-2012 TO 30-JUN-2013 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 3001 | POP 01-JUL-2013 TO 30-JUN-2014 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 3002 | POP 01-JUL-2013 TO 30-JUN-2014 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 3003 | POP 01-JUL-2013 TO 30-JUN-2014 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 3004 | POP 01-JUL-2013 TO 30-JUN-2014 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 3005 | POP 01-JUL-2013 TO 30-JUN-2014 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 4001 | POP 01-JUL-2014 TO 30-JUN-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 4002 | POP 01-JUL-2014 TO 30-JUN-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 4003 | POP 01-JUL-2014 TO 30-JUN-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 4004 | POP 01-JUL-2014 TO 30-JUN-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |
| 4005 | POP 01-JUL-2014 TO 30-JUN-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0515 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-6 Alt I | Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I | OCT 1995 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | SEP 2007 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2010 |

| | | |
|---|---|---|
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | MAR 2009 |
| 52.219-8 (DEV) | Utilization of Small Business Concerns (DEVIATION) | MAY 2004 |
| 52.219-9 (Dev) | Small Business Subcontracting Plan (Deviation) | APR 2008 |
| 52.219-25 (DEV) | Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEVIATION) | APR 2008 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities | 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 |
| 52.222-41 | Service Contract Act Of 1965 | NOV 2007 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.222-54 | Employment Eligibility Verification | JAN 2009 |
| 52.222-99 (Dev) | Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-O0013) | JUN 2010 |
| 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 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 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 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-16 | Responsibility For Supplies | 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 |
| 252.203-7002 | 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 |

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|---|---|---|
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | JAN 2009 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 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 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 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:

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

The Point of Contact for this contract is:

Leila Miller – (951) 413-2402 – Leila.Miller@dma.mil

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

(End of Local Instruction)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 10 calendar 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 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days 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, 6 Months.

(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 541990- assigned to contract number HQ0028-11-C-0001.

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

(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

| | | |
|---|---|---|
| 01410 | Supply Technician | $31.90 |
| 23181 | Electronics Technician Maintenance I | $26.20 |
| 23183 | Electronics Technician Maintenance III | $27.95 |

(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)

52.233-4 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)

52.245-1 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 clause).

(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 paragraph (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 54 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (Apr 2009) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

| | |
|---|---|
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375). |
| 252.247-7003 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417) |
| 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631) |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) |

(End of clause)

UNDERSTANDING WIDE AREA WORKFLOW – READ THESE INSTRUCTIONS TO EXPEDITE ELECTRONIC PAYMENT

(a) This contract action for commercial items of supply incorporates DFARS 252.232-7003, *Electronic Submission of Payment Requests*. For the Department of Defense, the MANDATORY method of electronic submission of payment requests is by Wide Area Workflow (WAWF.) This means that paper invoices are not permitted and will not be processed for payment.

(b) Definitions Important to the WAWF Process

**Acceptor:** The organization or person designated in block 15 of the SF 1449 (cover page of the purchase request) who accepts the products or services tendered. The acceptor has a unique DoDAAC (Department of Defense Activity Address Code) shown in the upper right had box of block 15 that must be used to notify the acceptor that an electronic invoice is pending.

**DoDAAC:** As stated above, an acronym for Department of Defense Activity Address Code. This code unique to each organization in the Department of Defense. Knowledge of what DoDAAC codes must be input into WAWF electronic invoices is crucial to the payment process as it alerts the acceptor that an invoice is pending for acceptance and alerts the payment office that a completed action is ready to process for payment.

**Payment Office:** The location of the Defense Finance and Accounting Service (DFAS) office shown in block 18a of the SF 1449 that will process your electronic invoices. The payment office also has a unique DoDAAC.

(c) Options within WAWF include a "combo" for supply items, a 2-in-1 invoice for service contracts and a "stand-alone" invoice. It is recommended that the use of, stand-alone invoices be avoided. The matching of "stand-alone" invoices by DFAS offices requires invoices and receiving reports be separately or individually submitted by the vendor and the receiving activity and can routinely cause lengthy delays and possible rejection because they do not appear together and therefore must be individually matched and then verified. The use of the "combo" or "2-in-1" does not present this problem and avoids the attendant delays associated with matching. Detailed instructions on how to create an invoice, as well as other topical issues, can be found at the WAWF training website at http://www.wawftraining.com .

(d) A key, important, and imperative step for vendors to take is to **e-mail notification to the acceptor identified in the contract in block 15 by clicking on the "Send More E-Mail Notifications" link in WAWF upon submission of the electronic invoice instrument (combo or 2-in1).** This step provides notice to the acceptor of your pending invoice

Self registration for the use of WAWF can be accomplished at https://wawf.eb.mil/index.html .
For assistance in registering contact:
1-866-618-5988
COMMERCIAL: 801-605-7095
CSCASSIG@CSD.DISA.MIL

Helpful training on the use of WAWF for the submission of invoices is available on line at http://www.wawftraining.com.

**EXHIBIT A**
**SCHEDULE OF PRICES/OVERTIME RATES**
**CLIN 0002**
**Base Period**
**1 Oct 2010 thru 30 Jun 2011**

| Category | Est Period Qty | Unit | Unit Price | Ext Amount |
|---|---|---|---|---|
| Photographic A/V Technician | 10 | HR | (b)(4) | (b)(4) |
| Broadcast IT Specialist | 10 | HR | | |
| Photographic QC Specialist | 10 | HR | | |
| Broadcast Maintenance Specialist | 10 | HR | | |
| AVID Certified Technician | 10 | HR | | |
| Broadcast Electronics Technician | 10 | HR | | |
| TOTAL ESTIMATED AMOUNT (CLIN 0002) | | | | (b)(4) |

**EXHIBIT A-1**
**SCHEDULE OF PRICES/OVERTIME RATES**
**CLIN 1002**
**Option Year 1**
**1 Jul 2011 thru 30 Jun 2012**

| Category | Est Yearly Qty | Unit | Unit Price | Ext Amount |
|---|---|---|---|---|
| Photographic A/V Technician | 10 | HR | (b)(4) | (b)(4) |
| Broadcast IT Specialist | 10 | HR | | |
| Photographic QC Specialist | 10 | HR | | |
| Broadcast Maintenance Specialist | 10 | HR | | |
| AVID Certified Technician | 10 | HR | | |
| Broadcast Electronics Technician | 10 | HR | | |
| TOTAL ESTIMATED AMOUNT (CLIN 1002) | | | | (b)(4) |

**EXHIBIT A-2**
**SCHEDULE OF PRICES/OVERTIME RATES**
**CLIN 2002**
**Option Year 2**
**1 Jul 2012 thru 30 Jun 2013**

| Category | Est Yearly Qty | Unit | Unit Price | Ext Amount |
|---|---|---|---|---|
| Photographic A/V Technician | 10 | HR | (b)(4) | (b)(4) |
| Broadcast IT Specialist | 10 | HR | | |
| Photographic QC Specialist | 10 | HR | | |
| Broadcast Maintenance Specialist | 10 | HR | | |
| AVID Certified Technician | 10 | HR | | |
| Broadcast Electronics Technician | 10 | HR | | |
| TOTAL ESTIMATED AMOUNT (CLIN 2002) | | | | (b)(4) |

**EXHIBIT A-3**
**SCHEDULE OF PRICES/OVERTIME RATES**
**CLIN 3002**
**Option Year 3**
**1 Jul 2013 thru 30 Jun 2014**

| Category | Est Yearly Qty | Unit | Unit Price | Ext Amount |
|---|---|---|---|---|
| Photographic A/V Technician | 10 | HR | (b)(4) | (b)(4) |
| Broadcast IT Specialist | 10 | HR | | |
| Photographic QC Specialist | 10 | HR | | |
| Broadcast Maintenance Specialist | 10 | HR | | |
| AVID Certified Technician | 10 | HR | | |
| Broadcast Electronics Technician | 10 | HR | | |
| TOTAL ESTIMATED AMOUNT (CLIN 3002) | | | | (b)(4) |

**EXHIBIT A-4**
**SCHEDULE OF PRICES/OVERTIME RATES**
**CLIN 4002**
**Option Year 4**
**1 Jul 2014 thru 30 Jun 2015**

| Category | Est Yearly Qty | Unit | Unit Price | Ext Amount |
|---|---|---|---|---|
| Photographic A/V Technician | 10 | HR | (b)(4) | (b)(4) |
| Broadcast IT Specialist | 10 | HR | | |
| Photographic QC Specialist | 10 | HR | | |
| Broadcast Maintenance Specialist | 10 | HR | | |
| AVID Certified Technician | 10 | HR | | |
| Broadcast Electronics Technician | 10 | HR | | |
| TOTAL ESTIMATED AMOUNT (CLIN 4002) | | | | (b)(4) |