


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30			1. REQUISITION NUMBER 216570990614		PAGE 1 OF 51
2. CONTRACT NO. HQ0028-07-C-0057		3. AWARD/EFFECTIVE DATE 26-Sep-2007	4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0028-07-R-0022
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN MADRID		b. TELEPHONE NUMBER (No Collect Calls) 951-413-2371	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 20 Aug 2007
9. ISSUED BY HQ0028 DEFENSE MEDIA CENTER CONTRACTING OFFICE 23755 Z STREET RIVERSIDE CA 92518-2031 TEL: FAX:		CODE HQ0028	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334220 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A70 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVER TO HQ0030AFRTS JERRY SHORTER 23755 Z STREET RIVERSIDE CA 92518-2031		CODE HQ0030	16. ADMINISTERED BY SEE ITEM 9		
17a. CONTRACTOR/OFFEROR SNADER & ASSOCIATES INC BRUCE RADDATZ 250 SOUTH HARDING BLVD SUITE 1 ROSEVILLE CA 95678-3332 TEL: 800-765-7372		CODE 3UGD2	18a. PAYMENT WILL BE MADE BY HQ0347 DEFENSE AGENCIES FINANCIAL SERVIC ATTN: DFAS VENDOR PAY 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1500	CODE HQ0347	
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE SCHEDULE				
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,954,844.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> 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 <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 26-Sep-2007
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ARTIMAE SHEPHERD / CONTRACTING OFFICER TEL: (951) 413-2303 EMAIL: shepha@dodmedia.osd.mil		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>	
42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$115,523.00	\$115,523.00
	Initial Design Review FFP LAW PWS PARAGRAPH 3.3. FOB: Destination PURCHASE REQUEST NUMBER: 216570990614				

NET AMT \$115,523.00

ACRN AD \$115,523.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$77,127.00	\$77,127.00
	Intermediate Design Review FFP LAW PWS PARAGRAPH 3.3. FOB: Destination PURCHASE REQUEST NUMBER: 216570990614				

NET AMT \$77,127.00

ACRN AB \$77,127.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Each		

Major Subsystems

FFP

LAW PWS PARAGRAPH 3.1.1. INCLUDES 2 YEAR WARRANTY STATED IN PWS PARAGRAPH 4.2.

FOB: Destination

PURCHASE REQUEST NUMBER: 216570990614

	NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		1	Each	\$1,292,538.02	\$1,292,538.02

SHOP FABRICATION AND SYSTEM ASSEMBLY

FFP

FOB: Destination

	NET AMT	\$1,292,538.02
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ACRN AC

\$1,292,538.02

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each	\$220,945.00	\$220,945.00

OPTION Year 3 Support/Maintenance Agreement
 FFP
 LAW PWS PARAGRAPH 4.2.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$220,945.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Each	\$220,945.00	\$220,945.00

OPTION Year 4 Support/Maintenance Agreement
 FFP
 LAW PWS PARAGRAPH 4.2.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$220,945.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Each	\$220,945.00	\$220,945.00

OPTION Year 5 Support/Maintenance Agreement
 FFP
 LAW PWS PARAGRAPH 4.2.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$220,945.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Each	\$28,653.00	\$28,653.00

OPTION Additional Input Channels (SD)
 FFP
 LAW PARA 3.1.1.1.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$28,653.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Each	\$28,653.00	\$28,653.00

OPTION Additional Output Channels (SD)
 FFP
 LAW PWS PARAGRAPH 3.1.1.1.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$28,653.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Each	\$28,653.00	\$28,653.00

OPTION Additional Input Channels (HD)
 FFP
 LAW PWS PARAGRAPH 3.1.1.5.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$28,653.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Each	\$28,653.00	\$28,653.00

OPTION Additional Output Channels (HD)
 FFP
 LAW PWS PARAGRAPH 3.1.1.6.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$28,653.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Each	\$1,486,414.00	\$1,486,414.00

OPTION Storage Expansion per 10,000 hours
 FFP
 LAW PWS PARAGRAPH 3.1.1.1.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 216570990614

NET AMT	\$1,486,414.00
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	26-OCT-2007	1	HQ0030 AFRTS JERRY SHORTER 23755 Z STREET RIVERSIDE CA 92518-2031 951-413-2270 FOB: Destination	HQ0030
0002	25-NOV-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0003	25-DEC-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0004	13-AUG-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0005	N/A	N/A	N/A	N/A
0005AA	13-FEB-2008	1	HQ0030 AFRTS JERRY SHORTER 23755 Z STREET RIVERSIDE CA 92518-2031 951-413-2270 FOB: Destination	HQ0030
0005AB	14-MAR-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0005AC	13-APR-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0005AD	23-APR-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0005AE	22-JUL-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0006	13-AUG-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0007	13-AUG-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0008	13-AUG-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0009	28-SEP-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030

0010	28-SEP-2011	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0011	28-SEP-2012	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0012	28-SEP-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0013	28-SEP-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0014	28-SEP-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0015	28-SEP-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030
0016	28-SEP-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0030

ACCOUNTING AND APPROPRIATION DATA

AB: 9770300.4101 2165 3151 012133 VALA97 DIAC76614
 AMOUNT: \$2,218,263.00
 CIN 00000000000000000000000000000000: \$2,218,263.00

AC: 9760300.4101 2165 3151 012133 VALA97 DIAC66614
 AMOUNT: \$2,387,753.00
 CIN 00000000000000000000000000000000: \$2,387,753.00

AD: 9750300.4120 2060 3151 012133 VAUA97 DIAC50125
 AMOUNT: \$348,828.00
 CIN 00000000000000000000000000000000: \$348,828.00

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	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-9	Small Business Subcontracting Plan	SEP 2006

52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
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
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
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	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	MAR 2007
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	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7002	Access	DEC 1991
252.239-7004	Orders For Facilities And Services	NOV 2005
252.239-7005	Rates, Charges, And Services	NOV 2005
252.239-7006	Tariff Information	JUL 1997
252.239-7007	Cancellation Or Termination Of Orders	NOV 2005
252.239-7008	Reuse Arrangements	DEC 1991
252.239-7012	Title To Telecommunication Facilities And Equipment	DEC 1991
252.239-7013	Obligation Of The Government	JUL 2006
252.239-7014	Term Of Agreement	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007) (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) 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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 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).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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.

(c) 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)

52.216-9001 RESERVED

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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.

(End of clause)

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

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

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

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

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

52.233-4 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)

52.252-2 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://farsite.hill.af.mil>

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR2007) (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 (MAR 2007) (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:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 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)

MARKING INSTRUCTIONS

MARKING INSTRUCTIONS FOR ALL ITEMS TO INCLUDE DROP SHIP AND DIRECT SHIPMENT

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

The packing list shall contain the following information:

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

NOTE!

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

INCOMPLETE DELIVERIES

Incomplete delivery refers to the incomplete shipment of a unit of issue of an individual contract line item (CLIN). Such Incomplete, or fragmented delivery of any part of a CLIN is not authorized and will not be accepted. Each item (CLIN), including all components and subitems, is to be delivered complete. Where subline items are reflected as component parts of an item, all subline items must be delivered simultaneously to form the complete item.

RECEIVING HOURS FOR DELIVERIES

Material for delivery will be accepted at the receiving activity between 0730 and 1430 hours only, daily except Saturday, Sunday and Federal holidays. Carriers or deliveries arriving after 1400 hours will not be off-loaded or accepted until the following workday.

LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997) and shall be maintained in the minimum amounts shown:

- a. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability is required.
- 2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- 3) Standard Workmen's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.

POINT OF CONTACT

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

Ms. Susan M. Madrid – susan.madrid@dodmedia.osd.mil

The Point of Contact for this contract is: Ms. Susan Madrid – (951) 413-2371

FOR FOLLOW-UP INFORMATION REGARDING CHANGES OR LATE PAYMENTS, PLEASE CONTACT RICH TALBERT, CONTRACTING OFFICER, AT (951) 413-6741/ FAX (951) 413-2432 or e-mail talber@dodmedia.osd.mil.

PERFORMANCE WORK STATEMENT

To acquire
Storage Infrastructure System Replacement
for the
Defense Media Center's
American Forces Network Broadcast Center (AFN-BC)

1.0 Scope of Work

The purpose of this contract is to replace the existing Broadcast Automation System with upgraded and expanded media servers, and an SDI router system expansion for the American Forces Network Broadcast Center (AFN-BC), which is part of the Defense Media Center (DMC).

The contractor shall design, engineer, furnish, install, test, and commission all hardware, software, ancillary equipment, training, and documentation for a disk based on-line ingest, storage, and play out system, and an SDI router system expansion.

Contractor shall provide and install an SDI routing switcher capable of 512 inputs, each capable of feeding any or all 512 outputs, without the use of tie lines. A minimum of 10 inputs and outputs shall conform to SMPTE 292M HD-SDI. The remaining 502 router inputs and outputs shall conform to SMPTE 259M (SDI). The Contractor shall provide and install patch bays sufficient to provide patching for 512 inputs and 512 outputs SDI or HD-SDI. Contractor shall provide and install cabling for 512 inputs and 512 outputs SDI or HD-SDI to the interconnect racks located in room 267.

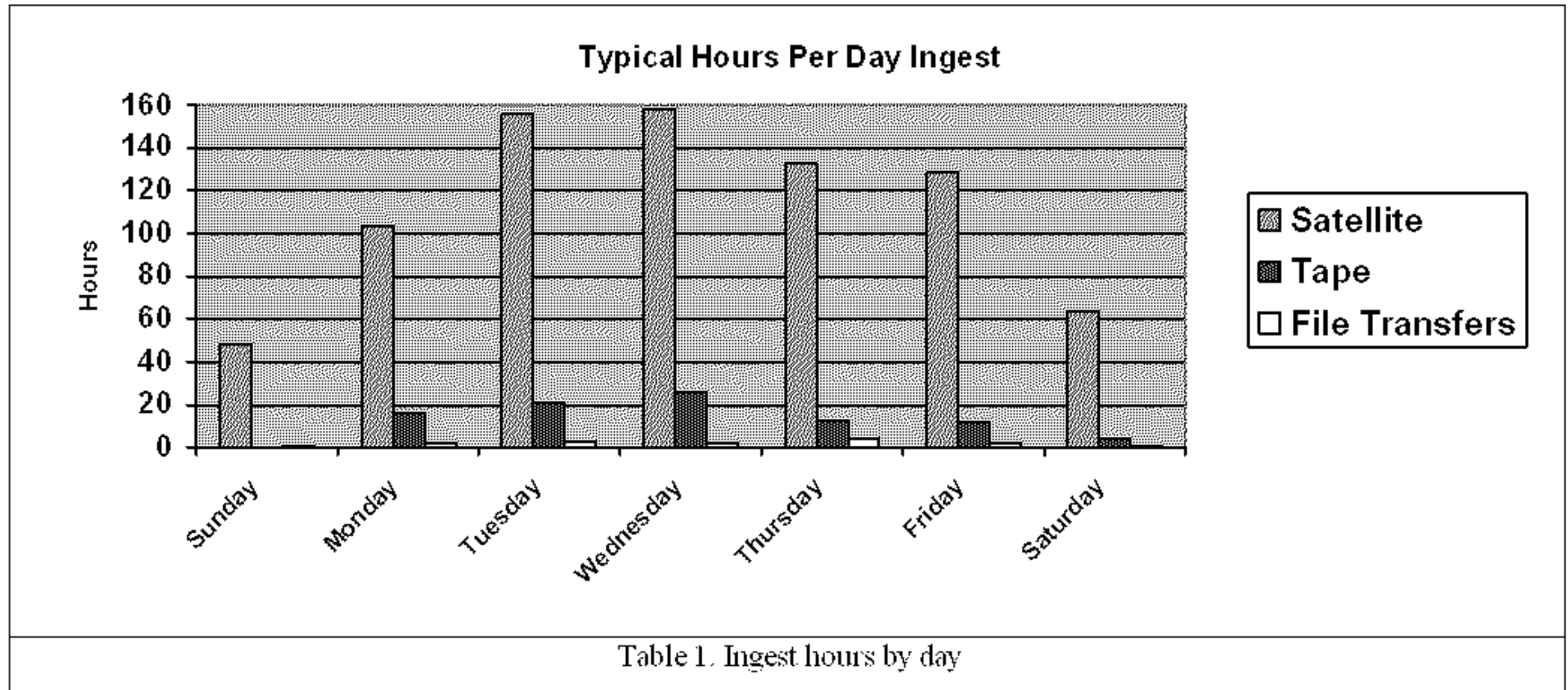
The contractor shall be responsible for interconnecting all CFE equipment within and between rooms within the Defense Media Center. The contractor will offer optional support and maintenance coverage for years 3, 4, and 5. The contractor will offer additional input and output channels and additional disk storage.

General Description

The Defense Media Center (DMC) is located in Riverside, California, and manages the AFN Broadcast Center (AFN-BC), which provides stateside radio and television programming – “a touch of home” – to approximately 900,000 U.S. service men and women, DoD civilians and their families serving outside the United States in 177 countries and aboard Navy ships at sea.

AFN-BC distributes 12 full-time television channels, which originate from a server-based Broadcast Automation System (BAS). This current system is reaching the end of its support lifespan. The goal of this contract is to upgrade the ingest, storage, play out, archive, and SDI router systems while maintaining the main router, automation and traffic and programming sub-systems.

The AFN-BC Broadcast Automation System (BAS) currently operates by ingesting program materials into Sony MAV 70 video servers. These materials consist of videotapes received directly from program distributors, programs received over the Internet via Telestream Clipmail or Pathfire servers, or programs recorded from live video feeds from a variety of sources (satellite, fiber, cable, etc.).



The ingest process is controlled via Harris Automation. Videotapes are ingested using the Harris Media Client with the AutoSat sub-system controlling satellite recordings. Ingest using satellite varies per day peaking at about 160 hours midweek. Programs are still delivered via tape and ingest of those peaks at about 26 hours per day. Some programming is received via Internet file transfers and those are less than 5 hours per day peak. During peak production weeks these typical week sample numbers increase noticeably. Once programming is in a file format the AFN-BC deletes all commercials and replaces them with AFN produced spots, Public Service Announcements, and other interstitial materials, including AFN-BC produced promo elements. Harris Media Clients are used to mark these in-points and out-points and to pass that date to the Harris Automation system.

Programming is stored in an archive using a Sony DMS-8400 Petasite and an EMC² CLARiiON CX600 and CX700 configured RAID 5 resulting in storage sufficient for approximately 20,000 hours of MPEG-2 4:2:2 media at 8 Mbps calculated at 4.6 GB of storage per hour of media. AFN-BC's PetaSite stores approximately 20,000 hours of MPEG-2 video files in the Sony's SFX file format. The online storage is tied to Harris Automation using EMC Avalon Storage Management Software to get files from online storage and put them into the Sony MAV 70 play out servers based on requests from Harris automation. Files are sent from Sony MAV 70 ingest servers to online storage using Harris Media Client software. The files are transported between the MAV70 servers and the CX600/CX700 using the 1000 base SX archive network. The current tape-based archive is being replaced under a separate contract action. The intent it for the new tape-based archive to function in much the same manner as the current archive. Material currently stored in the current Petasite in a Sony MPEG format is to be transcoded into a new format as part of this contract.

The Television Operations Division is responsible for controlling and monitoring all out-going television signals. TV Operation's personnel interface with the Harris Automation system to resolve problems within the automated play list.

1.2 Intended Uses

The equipment and software provided through the award and completion of this contract will upgrade and expand the ingest, on-line disk-base storage, router, and play out capabilities of the AFN Broadcast Center to help it better meet its mission requirements. All equipment shall be commercial off-the-shelf equipment with only minor alterations and settings to meet the PWS requirements. Systems proposed shall be proven technology in current use by United States broadcasters in a multi-television channel environment.

In the near future in a follow on contract the AFN Broadcast Center intends to upgrade the system's automation hardware, software, and archive managers, and programming and traffic systems completing the system improvement and expanding the capabilities. These follow-on purchases will tightly integrate with the on-line disk-based storage, the router, and other sub-systems throughout the Broadcast Center to control and automate functions.

1.3 Information for Offerors

The contractor shall submit a written proposal describing the Broadcast Automation System upgrade fully integrated into the current BAS. The proposal shall include details on the following:

- The design, capabilities, capacities, physical, functional, and interface layout of all major parts to include:
 - Disk based on-line storage .
 - Ingest encoders.
 - Play back decoders.
 - Router expansion.
- Block level diagrams of the proposed logical interface into the current work flow processes.
- Hardware, software, and network configuration and integration of the ingest, play-out, disk archive, and router expansion into the current BAS.
- Descriptions of operator interfaces.
- Description of training that shall be provided for both the equipment operation and maintenance. Include an outline of training classes.
- The proposal shall use and follow the same paragraph numbering system as the PWS section of this document.
- Heat load and electrical power consumption of rack mounted equipment within the proposed system with the bid submission.
- Provide a customer list which demonstrates the ability of their ability to integrate systems of a similar complexity and nature.
- The maximum length of the proposal submission is 40 pages not including any drawings, pictures, or diagrams submitted. Four copies of all proposal documentation must be submitted.
- Additionally an executive description of the overall functional concept of the system shall be submitted. This high-level description should be limited to three pages and include block level diagrams if needed. Block level diagrams are not counted against the page limit. Three copies of the executive description shall be provided separately from the proposal submission's 40 pages.
- A proposed transition plan (see paragraph 3.2 for requirements).

2.0 Applicable Documents

The equipment shall be designed in accordance with good engineering practice and shall provide a level of performance consistent with the state of the art.

The equipment shall comply with the following safety and certification standards. The following documents, or the versions closest in time prior to the release of this solicitation, form a part of this PWS to the extent specified herein. Where the requirements of these documents conflict with the instructions herein, the requirements of this SOW shall govern.

a. National Fire Protection Association NFPA-70 (1999) National Electrical Code

Copies of NFPA documents may be obtained from:

<http://www.nfpa.org/>

or

National Fire Protection Association

1 Batterymarch Park

P.O. Box 9101

Quincy, MA 02269-9101

b. Electronics Industry Association (EIA)/Telecommunications Industry Association (TIA) Standards.

EIA RS-310-C Racks, Panels and Associated Equipment

Copies of EIA documents may be obtained from:

<http://www.eia.org/>

or

Electronics Industries Association

2001 I Street, N.W.

Washington, DC 20006

c. International Telecommunications Union (ITU) Standards

ITU-R BT.601-5 Studio Encoding parameters of Digital Television for Standard 4:3 and wide-screen 16:9 aspect ratios, October 1995

Copies of ITU documents may be obtained from:

<http://www.itu.int/home/>

or

International Télécommunications Union

Place Des Nations, CH-1211

Geneva 20, Switzerland

d. International Organization for Standardization (ISO)/

International Electrotechnical Commission (IEC)

ISO/IEC 13818-1:DIS Generic Coding of Moving Pictures and Associated Audio-Systems, June 1994

ISO/IEC 13818-2:DIS Coding of Moving Pictures and Associated Audio-Video, March 1994

ISO/IEC 13818-3:DIS Coding of Moving Pictures and Associated Audio, March 1994

Copies of ISO documents may be obtained from:

<http://www.iso.org>

or

International Organization for Standardization

1 - Rue de Varembe

Geneva, Switzerland