

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
 HQ01958171000001

PAGE 1 OF 17

2. CONTRACT NO. HQ0034-08-C-1041  
 3. AWARD/EFFECTIVE DATE 19-Aug-2008  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER HQ0034-08-R-1105  
 6. SOLICITATION ISSUE DATE 11-Jul-2008

7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME ANTHONY WILLIAMS  
 b. TELEPHONE NUMBER (No Collect Calls) 703-696-1496  
 8. OFFER DUE DATE/LOCAL TIME 11:30 AM 04 Aug 2008

9. ISSUED BY CODE HQ0034  
 WHS ACQUISITION & PROCUREMENT OFFICE  
 1155 DEFENSE PENTAGON  
 WASHINGTON DC 20301-1155  
 TEL:  
 FAX:

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SB  
 HUBZONE SB  
 8(A)  
 SVC-DISABLED VET-OWNED SB  
 EMERGING SB  
 SIZE STD: NAICS: 334310

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE HQ0195  
 WHS/DFD/SPAD  
 DEE HENDRIX  
 PENTAGON 1155, RM 3A272  
 WASHINGTON DC 203041

16. ADMINISTERED BY CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE ODTN1  
 GENERAL PROJECTION SYSTEMS, INC.  
 707 PLATINUM POINT STE 2001  
 LAKE MARY FL 32746-5702  
 TEL. FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE HQ0338  
 DFAS-CO/SOUTH ENTITLEMENT OPERATIONS  
 P.O. BOX 182264  
 COLUMBUS OH 43218-2264

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO A 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
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$1,233,883.59**

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 1 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.  
 REF: 4 Aug 2008

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
  
 31c. DATE SIGNED 19-Aug-2008

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
 30c. DATE SIGNED  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 Angela M. Yates / Contracting Officer  
 TEL: (703) 696-3859 EMAIL: angela.yates@whs.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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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	Provide a Fully Functional System FFP Audio/Video Teleconferencing System In accordance with the Statement of Work PURCHASE REQUEST NUMBER: HQ019581710000001	1	Each	\$1,233,883.59	\$1,233,883.59
NET AMT					\$1,233,883.59
ACRN AA					\$1,233,883.59

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 19-AUG-2008 TO 15-DEC-2008	N/A	WHS/DFD/SPAD DEE HENDRIX PENTAGON 1155,RM 3A272 WASHINGTON DC 203041 703-693-2478 FOB: Destination	HQ0195

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4950.2015 PX161 4090 2599 S49447 PFAC80145  
 AMOUNT: \$1,233,883.59  
 CIN 00000000000000000000000000000000: \$1,233,883.59

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-2	Security Requirements	AUG 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
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
52.222-50	Combating Trafficking in Persons	AUG 2007
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	NOV 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	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
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996

52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52.246-20	Warranty Of Services	MAY 2001
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 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	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	MAR 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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

##### 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (JUN 2006)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48). For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contract for JWOD central nonprofit agencies are:

- (1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and
- (2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting

Officer has notified the Contractor that the Committee or a JWOD central nonprofit agency has authorized purchase from other sources.

(c) (1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and

(2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

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

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

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

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

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5)

solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008) (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 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 (Nov 2007)(41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)) flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(viii) 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.)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.)

(x) 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)

#### 52.252-2 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://farsite.hill.af.mil/vffara.htm>

(End of clause)

#### INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

**The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services.** Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter HQ0338

"Service Acceptor/Extension" or "Ship to/ Extension" field enter HQ0195 and DFD/SPAD

"Inspect By DoDAAC/ EXT" fields and - Leave blank

"LPO DoDAAC/ EXT" fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information. The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number:** If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number

(SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

*Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.*

Unit Price

Unit of Measure

Shipment numbers must be formatted as follows:

**Three (3) alpha characters followed by four (4) numeric characters.**

For Services, enter 'SER' followed by the last 4 digits of the invoice number.

For Construction, enter 'CON' followed by the last 4 digits of the invoice number.

For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address [anthony.williams@whs.mil](mailto:anthony.williams@whs.mil) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

## STATEMENT OF WORK

### for the **Integrated Emergency Operations Center (IEOC) Audiovisual (AV) and Video Teleconference (VTC) Systems**

## **BACKGROUND**

As part of the Defense Facilities Directorate (DFD) and WHS, the Space Planning & Acquisition Division (SPAD) mission includes planning, coordinating, directing and administering of space for the Office of the Secretary of Defense (OSD) and Washington Headquarters Services (WHS) organizations, specifically the Integrated Emergency Operations Center (IEOC). The WHS Information Technology Management Directorate (ITMD) is responsible for the information technology, audio visual, and telecommunications implementation for the IEOC. The ITMD works in partnership with the DFD to ensure these requirements and associated ongoing maintenance and support are met.

## **PURPOSE**

The WHS has a need to renovate office space and integrate other resources/functions from Building Operations Command Center (BOCC) and the Pentagon Force Protection Agency (PFPA) into the newly envisioned integrated,

state-of-the-art, emergency operations within a co-located facility in the Pentagon Reservation. The Integrated Emergency Operations Center (IEOC) is scheduled to open January 1, 2009. The IEOC will become the focal point for timely and centric information gathering, processing, and communicating of emergency crisis incidents to the Incident Command (IC), Unified Command (UC), and senior DOD Leadership as well as federal, state, and local agencies. The common operational picture gained through such an integrated facility will significantly improve joint decision making by all affected organizations during all phases of incident management and response. The IEOC will eliminate duplication of efforts, reduce the delay in information processing and dissemination, and reduce confusion intrinsic with having multiple, separate command centers.

The new facility will include unique characteristics such as secure space of various security levels to include Sensitive Compartmented Information Facility (SCIF) space, survivability system, and state-of-the-art intercommunications with building operations and management systems. The IEOC will facilitate effective and efficient response to emergency incidents of all levels of intensity in and around the Pentagon Reservation and provide a platform for quick decision-making and effective emergency communication processes.

The plan is to have all IEOC space available for full use on opening day. Full use refers to the following: Full AV Capability-VCR, DVD, Cable, Projection capable, Video Teleconferencing and Sound for all locations. Additional capabilities include centralized control of all AV from the Senior Watch Officer's work station and localized control of AV within the IEOC space. To enhance the efficiency, effectiveness, and user experience at the IEOC, installation of state-of-the-art audio visual equipment, video conferencing and sound equipment is required.

## **SCOPE OF WORK**

The contractor shall provide a fully functional AV/VTC system for the IEOC. An AV/VTC System has been designed and documentation is provided in Design Drawings and Specifications as provided with the solicitation.

### **Equipment List:**

#### **AUDIO VISUAL AND VIDEO TELECONFERENCE EQUIPMENT LISTING**

### **Specifications:**

DIVISION 17

IEOC SPECIFICATIONS VOLUME 1 AND 2

### **Drawing Sheets:**

EU-20 – AV EQUIPMENT OVERLAY

EU-21 – AV EQUIPMENT SCHEDULE SHEET 1 OF 1

EU-22 – IEOC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-23 – IEOC – RGBHV AND VIDEO BLACK DIAGRAM, SHEET 2 OF 3

EU-24 – IEOC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 3 OF 3

EU-25 – IEOC – AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-26 – IEOC – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-27 – IEOC – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2

EU-28 – IEOC – PCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-29 – PCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 2 OF 3

EU-30 – PCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 3 OF 3

EU-31 – PCC – AUDIO BLOCK DIAGRAM, SHEET 2 OF 1

EU-32 – PCC – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-33 – PCC – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2

EU-34 – SOAD – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-35 – SOAD – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 2 OF 3

EU-36 – SOAD – RGBHV AND VIDEO BLCOK, DIAGRAM, SHEET 3 OF 3

EU-37 – SOAD – AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-38 – SOAD – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-39 – SOAD – CONTROL BLCOK DIAGRAM, SHEET 2 OF 2

EU-40 – BOCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-41 – BOCC – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 2 OF 3  
 EU-42 – BOCC – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 3 OF 3  
 EU-43 – BOCC – AUDIO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-44 – BOCC – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2  
 EU-45 – BOCC – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2  
 EU-46 – IEOC SYSTEM MAIN EQUIPMENT RACK ELEVATION, SHEET 1 OF 1  
 EU-47 – PLO CONF RMS RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-48 – PLO CONF ROOMS AUDIO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-49 – PLO CONF RMS CONTROL BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-50 – LTCR RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-51 – LTCR AUDIO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-52 – LTCR CONTROL BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-53 – CONF ROOM RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-54 – CONF ROOM AUDIO BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-55 – CONF ROOM CONTROL BLOCK DIAGRAM, SHEET 1 OF 1  
 EU-56 – CONF ROOM RACK ELEVATION, SHEET 1 OF 1  
 EU-57 – ABOVE CEILING AV CABLE OVERLAY  
 EU-58 – BELOW FLOOR AV CABLES OVERLAY

**Reference Only:**

IF-02 – NEW FURNITURE LAYOUT  
 EG-01 – LEGEND, SCHEDULES AND GENERAL NOTES  
 GF-01 – LIFE SAFETY PLAN  
 AD-01 – DEMOLITION PLAN  
 AC-01 – REFLECTED CEILING PLAN  
 AX-01 – INTERIOR SECTIONS AND ELEVATIONS  
 AX-02 – INTERIOR SECTIONS AND ELEVATIONS  
 AX-03 – INTERIOR SECTIONS AND ELEVATIONS  
 AL-01 – ENLARGED PLANS  
 AT-01 – MISCELLANEOUS DETAILS  
 AK-01 – PARTITION TYPES  
 AY-01 – DOOR SCHEDULE AND DETAILS  
 ED-01 – LIGHTING PLAN DEMOLITION  
 ED-02 – POWER PLAN DEMOLITION  
 ED-03 – DEMOLITION  
 EL-01 – ENLARGED PLANS/DIAGRAMS  
 ET-01 – DETAIL SHEET  
 ET-02 – DETAIL SHEET  
 EO-01 – ONE LINE DIAGRAMS  
 EF-01 – LIGHTING PLAN  
 EF-02 – POWER PLAN  
 EF-03 – IEOC SYSTEMS PLAN  
 EU-01 – FACE PLATES/COLUMN BOXES OVERLAY  
 EU-02 – FACE PLATES  
 EU-03 – COLUMN BOXES  
 EU-04 – SECURITY OVERLAY  
 EU-05 – SECURITY DOOR DETAIL  
 EU-06 – FACEPLATE CUT SHEET 1  
 EU-07 – FACEPLATE CUT SHEET 2  
 EU-08 – FACEPLATE CUT SHEET 3  
 EU-09 – IT EQUIPMENT OVERLAY  
 EU-10 – IT EQUIPMENT SCHEDULE  
 EU-11 – SYSTEM MATRIX  
 EU-12 – RACK ELEVATIONS

EU-13 – AUDIO CONFERENCE BRIDGE SYSTEM DRAWINGS  
EU-14 – E911 SYSTEM DRAWING  
EU-15 – NICE SYSTEM DRAWING  
EU-16 – PBM SYSTEM DRAWING

## **DESCRIPTION OF WORK**

The contractor shall provide labor and equipment to execute activities and tasks consistent with the Design Drawings and Specifications, dated 11 April 2008 and the performance standards contained in Section VI (Performance Requirements Summary) of the Performance Work Statement.

- a. Work requested includes all labor, equipment, materials, supervision, project management, quality control, and all other associated costs to furnish, deliver, install, configure, train, document, and test the AV/VTC system for the IEOC.
- b. Work includes the use and incorporation of Government Furnished Equipment (GFE).

## **DELIVERABLES**

The following deliverables are in addition to the submittals required within the Division 17 Specification.

## **PROJECT PLAN**

- a. The contractor shall document a project plan to include all project milestones and an associated schedule. The project plan shall be delivered in draft and final versions. The final version shall incorporate Government comments delivered as part of a review process. The contractor shall provide project plan updates as they occur throughout the project phases.
- b. All subsequent project work shall take place in accordance with the project plan. Diversions from the milestones and schedule shall be documented in ongoing weekly project status reports in a separate Change Management or Action Log. Status reports shall include a summary of project activities for the last week, problems experienced and a copy of the project milestone schedule.
- c. The project plan shall be delivered in draft format seven (7) working days after contract award. The Government requires two (2) working days to comment. The final deliverable shall incorporate Government comments and be delivered within three (3) additional working days.

## **STATUS MEETINGS AND REPORTS**

- a. The contractor shall attend weekly meetings with the Government Project Manager and other stakeholders. Weekly meetings will not be required after off-site testing, but will resume when construction is complete and installation begins. The meetings shall occur on-site in Government space. The subject of the meetings shall be a review of the status of the milestones and schedule. Once a month, the status shall coincide with the delivery of the monthly project status report.

## **INFORMATION VALIDATION/DISCOVERY SESSIONS**

- a. The contractor shall meet with the WHS Information Technology Management Directorate (ITMD), Defense Facilities Directorate (DFD), Battelle, Pentagon Force Protection Agency (PFPA),

Information Technology Agency (ITA), and others to confirm information provided to Contractor from Government on the Video Teleconferencing and Audio Visual requirements design and drawings. The contractor shall provide a written report documenting the results of the validation and discovery sessions.

**TRAINING PLAN**

- a. The contractor shall coordinate training of end users on the systems and conduct “train-the-trainer” instruction as required. The contracting officers’ representative (COR) and / or Task Monitor (TM) shall approve a training plan including a written course outline prior to conducting the training.

**SOURCE CODE AND SYSTEMS DOCUMENTATION**

- a. The contractor shall provide the source code for any programming performed to customize/configure the software for the Government. The contractor shall provide system documentation to describe and explain the AV/VTC systems including any schematic diagrams that provide qualified readers with an in-depth understanding of the hardware/software systems and applications. In addition, the contractor shall provide user manuals for all systems.

**SCHEDULE**

<b>DESCRIPTION</b>	<b>DUE DATE</b>
Contract Award (CA)	TBD
Kick-off Meeting	2 days after CA
Project Plan (Draft)	5 days after CA
Project Plan (Final)	12 days after CA
Progress Reports	Weekly or as needed
Validation/Discovery Report	15 days after CA
Quality Control Plan	September 30, 2008
Test Plan	October 31, 2008
Training Plan	October 31, 2008
On-site Installation (Early Start Date)	November 3, 2008
Test and Acceptance	December 10, 2008
Training	December 15, 2008
Source Code and Systems Documentation	December 15, 2008

**PLACE OF PERFORMANCE**

Contractor’s task activities shall be performed at Government facilities on the Pentagon Reservation and contractor sites, as required.

**PERIOD OF PERFORMANCE**

The period of performance is from contract award to December 15, 2008

**SECURITY**

The highest security level needed for the performance of this effort is For Official Use Only (FOUO). All contract personnel must be U.S. Citizens and have a favorable background investigation.

**SPECIAL INSTRUCTIONS**

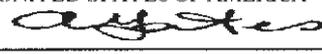
Information Assurance includes safeguarding agency classified/unclassified information at the network and desktop level. Applicable Federal and agency-specific security policies and guidelines per the provision of AR 25-1, Chapter 5, shall apply to information technology systems, supported networks, all workstations and personal computers to remotely access computing and networking resources regardless of location. Compliance with these requirements will be monitored by periodic computer security audits performed by, or on behalf of, the office.

**TECHNICAL POINTS OF CONTACT****Contractor's Officer's Representative**

Troy Hamilton  
Audio Visual Specialist  
WHS-ITMD-Telecommunications  
PLC2, MJ954  
703-697-5458

**Installations Representative**

Alton Cheaves  
Director, Telecommunications  
WHS-ITMD  
703-697-5458

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 25-Sep-2008	4. REQUISITION/PURCHASE REF. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL PROJECTION SYSTEMS, INC. 707 PLATINUM POINT STE 2001 LAKE MARY FL 32746-5702			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-08-C-1041	
			X	10B. DATED (SEE ITEM 13) 19-Aug-2008	
CODE ODTN1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: williaan081535 Purpose: To procure new equipment originally listed as GFE and correct WAWF code. Point of contact is Anthony Williams 703-696-1657 or anthony.williams@whs.mil					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANGELA M. YATES / CONTRACTING OFFICER TEL: 703-696-4093 EMAIL: angela.yates@whs.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Sep-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$105,618.71 from \$1,233,883.59 to \$1,339,502.30.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot	\$105,618.71	\$105,618.71
	New Equipment				
	FFP				
	Control Number PPA CODE-1-N: DFD 2732				
	Manufacturer Model Description Qty				
	Tandberg 6000MXP CODEC 3				
	Tandberg CCS 3				
	Tandberg MS 2				
	Tandberg NPP 3				
	RGB Spectrum MW2500 Video Processor w/scalers 1				
	BRG Precision 6610A 3 Zone Clock 1				
	Lutron GRX-IA-XI-RS232 Lighting Control 7				
	Shipping				

PURCHASE REQUEST NUMBER: HQ019581710000001001

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NET AMT \$105,618.71

ACRN AA \$105,618.71

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$105,618.71 from \$1,233,883.59 to \$1,339,502.30.

CLIN 0002:

Funding on CLIN 0002 is initiated as follows:

ACRN: AA

CIN: HQ0195817100000010010001

Acctng Data: 97X4950.2015 PX161 4090 2599 S49447 PFAC80145

Increase: \$105,618.71

Total: \$105,618.71

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-OCT-2008	1	WHS/DFD/SPAD DEE HENDRIX PENTAGON 1155,RM 3A272 WASHINGTON DC 203041 703-693-2478 FOB: Destination	HQ0195

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been modified:

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

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"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0195** and

"Inspect By DoDAAC/ EXT" fields and - Leave blank

"LPO DoDAAC/ EXT" fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

I. Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. - 0001).

II. ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

*Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.*

III. Unit Price

IV. Unit of Measure

Shipment numbers must be formatted as follows:

**Three (3) alpha characters followed by four (4) numeric characters.**

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For Construction, enter 'CON' followed by the last 4 digits of the invoice number.

For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.

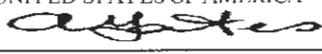
If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address [anthony.williams@whs.mil](mailto:anthony.williams@whs.mil) in the first email address block and add any other additional email addresses desired in the following blocks. This additional

notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1   8
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 31-Oct-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL PROJECTION SYSTEMS, INC. 707 PLATINUM POINT STE 2001 LAKE MARY FL 32746-5702			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-08-C-1041
			X	10B. DATED (SEE ITEM 13) 19-Aug-2008
CODE ODTM1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.212-4(c)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: w illiaan09106 Purpose: 1. To change the dates of the Period of Performance, Test Plan, Training Plan, Installation Start, Testing and Acceptance, Training and Source Code and Systems Documentation within the Statement of Work Schedule. 2. Authorize a partial payment for delivery of equipment.  The parties agree that this modification constitutes a complete accord and satisfaction for any and all claims, requests for equitable adjustment, or other causes of action arising from or related to the change in the performance period as specified by this modification. The contractor specifically agrees that no claim or request for equitable adjustment arising from the work covered by this modification shall survive execution of this contract modification.  Point of contact is Anthony Williams at 703-696-1657  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			ANGELA M. YATES / CONTRACTING OFFICER TEL: 703-696-4093 EMAIL: angela.yates@whs.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)		31-Oct-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Informational FFP Updated milestones schedule Authorized 60% partial payment of the total amount of the contract for delivery of equipment and upon accepted by the Government			\$0.00	\$0.00

PURCHASE REQUEST NUMBER: AJW10231212

NET AMT

\$0.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 19-AUG-2008 TO 15-DEC-2008	N/A	WHS/DFD/SPAD DEE HENDRIX PENTAGON 1155,RM 3A272 WASHINGTON DC 203041 703-693-2478 FOB: Destination	HQ0195

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 19-AUG-2008 TO 09-JAN-2009	N/A	WHS/DFD/SPAD DEE HENDRIX PENTAGON 1155,RM 3A272 WASHINGTON DC 203041 703-693-2478 FOB: Destination	HQ0195

**INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 000101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been modified:

**STATEMENT OF WORK**

for the

**Integrated Emergency Operations Center (IEOC)  
Audiovisual (AV) and Video Teleconference (VTC) Systems**

**BACKGROUND**

As part of the Defense Facilities Directorate (DFD) and WHS, the Space Planning & Acquisition Division (SPAD) mission includes planning, coordinating, directing and administering of space for the Office of the Secretary of Defense (OSD) and Washington Headquarters Services (WHS) organizations, specifically the Integrated Emergency Operations Center (IEOC). The WHS Information Technology Management Directorate (ITMD) is responsible for the information technology, audio visual, and telecommunications implementation for the IEOC. The ITMD works in partnership with the DFD to ensure these requirements and associated ongoing maintenance and support are met.

**PURPOSE**

The WHS has a need to renovate office space and integrate other resources/functions from Building Operations Command Center (BOCC) and the Pentagon Force Protection Agency (PFPA) into the newly envisioned integrated, state-of-the-art, emergency operations within a co-located facility in the Pentagon Reservation. The Integrated Emergency Operations Center (IEOC) is scheduled to open January 1, 2009. The IEOC will become the focal point for timely and centric information gathering, processing, and communicating of emergency crisis incidents to the Incident Command (IC), Unified Command (UC), and senior DOD Leadership as well as federal, state, and local agencies. The common operational picture gained through such an integrated facility will significantly improve joint decision making by all affected organizations during all phases of incident management and response. The IEOC will eliminate duplication of efforts, reduce the delay in information processing and dissemination, and reduce confusion intrinsic with having multiple, separate command centers.

The new facility will include unique characteristics such as secure space of various security levels to include Sensitive Compartmented Information Facility (SCIF) space, survivability system, and state-of-the-art intercommunications with building operations and management systems. The IEOC will facilitate effective and efficient response to emergency incidents of all levels of intensity in and around the Pentagon Reservation and provide a platform for quick decision-making and effective emergency communication processes.

The plan is to have all IEOC space available for full use on opening day. Full use refers to the following: Full AV Capability-VCR, DVD, Cable, Projection capable, Video Conferencing and Sound for all locations. Additional capabilities include centralized control of all AV from the Senior Watch Officer's work station and localized control of AV within the IEOC space. To enhance the efficiency, effectiveness, and user experience at the IEOC, installation of state-of-the-art audio visual equipment, video conferencing and sound equipment is required.

**SCOPE OF WORK**

The contractor shall provide a fully functional AV/VTC system for the IEOC. An AV/VTC System has been designed and documentation is provided in Design Drawings and Specifications as provided with the solicitation.

**Equipment List:**

## AUDIO VISUAL AND VIDEO TELECONFERENCE EQUIPMENT LISTING

**Specifications:**

DIVISION 17

IEOC SPECIFICATIONS VOLUME 1 AND 2

**Drawing Sheets:**

EU-20 – AV EQUIPMENT OVERLAY

EU-21 – AV EQUIPMENT SCHEDULE SHEET 1 OF 1

EU-22 – IEOC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-23 – IEOC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 2 OF 3

EU-24 – IEOC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 3 OF 3

EU-25 – IEOC – AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-26 – IEOC – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-27 – IEOC – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2

EU-28 – IEOC – PCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-29 – PCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 2 OF 3

EU-30 – PCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 3 OF 3

EU-31 – PCC – AUDIO BLOCK DIAGRAM, SHEET 2 OF 1

EU-32 – PCC – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-33 – PCC – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2

EU-34 – SOAD – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-35 – SOAD – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 2 OF 3

EU-36 – SOAD – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 3 OF 3

EU-37 – SOAD – AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-38 – SOAD – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-39 – SOAD – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2

EU-40 – BOCC – RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 3

EU-41 – BOCC – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 2 OF 3

EU-42 – BOCC – RGBHV AND VIDEO BLOCK, DIAGRAM, SHEET 3 OF 3

EU-43 – BOCC – AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-44 – BOCC – CONTROL BLOCK DIAGRAM, SHEET 1 OF 2

EU-45 – BOCC – CONTROL BLOCK DIAGRAM, SHEET 2 OF 2

EU-46 – IEOC SYSTEM MAIN EQUIPMENT RACK ELEVATION, SHEET 1 OF 1

EU-47 – PLO CONF RMS RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 1

EU-48 – PLO CONF ROOMS AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-49 – PLO CONF RMS CONTROL BLOCK DIAGRAM, SHEET 1 OF 1

EU-50 – LTCR RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 1

EU-51 – LTCR AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-52 – LTCR CONTROL BLOCK DIAGRAM, SHEET 1 OF 1

EU-53 – CONF ROOM RGBHV AND VIDEO BLOCK DIAGRAM, SHEET 1 OF 1

EU-54 – CONF ROOM AUDIO BLOCK DIAGRAM, SHEET 1 OF 1

EU-55 – CONF ROOM CONTROL BLOCK DIAGRAM, SHEET 1 OF 1

EU-56 – CONF ROOM RACK ELEVATION, SHEET 1 OF 1

EU-57 – ABOVE CEILING AV CABLE OVERLAY

EU-58 – BELOW FLOOR AV CABLES OVERLAY

**Reference Only:**

IF-02 – NEW FURNITURE LAYOUT

EG-01 – LEGEND, SCHEDULES AND GENERAL NOTES

GF-01 – LIFE SAFETY PLAN

AD-01 – DEMOLITION PLAN

AC-01 – REFLECTED CEILING PLAN

AX-01 – INTERIOR SECTIONS AND ELEVATIONS

AX-02 – INTERIOR SECTIONS AND ELEVATIONS

AX-03 – INTERIOR SECTIONS AND ELEVATIONS  
AL-01 – ENLARGED PLANS  
AT-01 – MISCELLANEOUS DETAILS  
AK-01 – PARTITION TYPES  
AY-01 – DOOR SCHEDULE AND DETAILS  
ED-01 – LIGHTING PLAN DEMOLITION  
ED-02 – POWER PLAN DEMOLITION  
ED-03 – DEMOLITION  
EL-01 – ENLARGED PLANS/DIAGRAMS  
ET-01 – DETAIL SHEET  
ET-02 – DETAIL SHEET  
EO-01 – ONE LINE DIAGRAMS  
EF-01 – LIGHTING PLAN  
EF-02 – POWER PLAN  
EF-03 – IEOC SYSTEMS PLAN  
EU-01 – FACE PLATES/COLUMN BOXES OVERLAY  
EU-02 – FACE PLATES  
EU-03 – COLUMN BOXES  
EU-04 – SECURITY OVERLAY  
EU-05 – SECURITY DOOR DETAIL  
EU-06 – FACEPLATE CUT SHEET 1  
EU-07 – FACEPLATE CUT SHEET 2  
EU-08 – FACEPLATE CUT SHEET 3  
EU-09 – IT EQUIPMENT OVERLAY  
EU-10 – IT EQUIPMENT SCHEDULE  
EU-11 – SYSTEM MATRIX  
EU-12 – RACK ELEVATIONS  
EU-13 – AUDIO CONFERENCE BRIDGE SYSTEM DRAWINGS  
EU-14 – E911 SYSTEM DRAWING  
EU-15 – NICE SYSTEM DRAWING  
EU-16 – PBM SYSTEM DRAWING

## **DESCRIPTION OF WORK**

The contractor shall provide labor and equipment to execute activities and tasks consistent with the Design Drawings and Specifications, dated 11 April 2008 and the performance standards contained in Section VI (Performance Requirements Summary) of the Performance Work Statement.

- a. Work requested includes all labor, equipment, materials, supervision, project management, quality control, and all other associated costs to furnish, deliver, install, configure, train, document, and test the AV/VTC system for the IEOC.
- b. Work includes the use and incorporation of Government Furnished Equipment (GFE).

## **DELIVERABLES**

The following deliverables are in addition to the submittals required within the Division 17 Specification.

## **PROJECT PLAN**

- a. The contractor shall document a project plan to include all project milestones and an associated schedule. The project plan shall be delivered in draft and final versions. The final version shall incorporate Government comments delivered as part of a review process. The contractor shall provide project plan updates as they occur throughout the project phases.
- b. All subsequent project work shall take place in accordance with the project plan. Diversions from the milestones and schedule shall be documented in ongoing weekly project status reports in a separate Change Management or Action Log. Status reports shall include a summary of project activities for the last week, problems experienced and a copy of the project milestone schedule.
- c. The project plan shall be delivered in draft format seven (7) working days after contract award. The Government requires two (2) working days to comment. The final deliverable shall incorporate Government comments and be delivered within three (3) additional working days.

**STATUS MEETINGS AND REPORTS**

- a. The contractor shall attend weekly meetings with the Government Project Manager and other stakeholders. Weekly meetings will not be required after off-site testing, but will resume when construction is complete and installation begins. The meetings shall occur on-site in Government space. The subject of the meetings shall be a review of the status of the milestones and schedule. Once a month, the status shall coincide with the delivery of the monthly project status report.

**INFORMATION VALIDATION/DISCOVERY SESSIONS**

- a. The contractor shall meet with the WHS Information Technology Management Directorate (ITMD), Defense Facilities Directorate (DFD), Battelle, Pentagon Force Protection Agency (PFPA), Information Technology Agency (ITA), and others to confirm information provided to Contractor from Government on the Video Teleconferencing and Audio Visual requirements design and drawings. The contractor shall provide a written report documenting the results of the validation and discovery sessions.

**TRAINING PLAN**

- a. The contractor shall coordinate training of end users on the systems and conduct “train-the-trainer” instruction as required. The contracting officers’ representative (COR) and / or Task Monitor (TM) shall approve a training plan including a written course outline prior to conducting the training.

**SOURCE CODE AND SYSTEMS DOCUMENTATION**

- a. The contractor shall provide the source code for any programming performed to customize/configure the software for the Government. The contractor shall provide system documentation to describe and explain the AV/VTC systems including any schematic diagrams that provide qualified readers with an in-depth understanding of the hardware/software systems and applications. In addition, the contractor shall provide user manuals for all systems.

**SCHEDULE**

DESCRIPTION	DUE DATE
Contract Award (CA)	TBD
Kick-off Meeting	2 days after CA

Project Plan (Draft)	5 days after CA
Project Plan (Final)	12 days after CA
Progress Reports	Weekly or as needed
Validation/Discovery Report	15 days after CA
Quality Control Plan	September 30, 2008
Test Plan	November 17, 2009
Training Plan	November 17, 2009
On-site Installation (Early Start Date)	November 17, 2009
Test and Acceptance	January 6, 2009
Training	January 9, 2009
Source Code and Systems Documentation	January 9, 2009

## PLACE OF PERFORMANCE

Contractor's task activities shall be performed at Government facilities on the Pentagon Reservation and contractor sites, as required.

## PERIOD OF PERFORMANCE

The period of performance is from contract award to, January 9, 2009.

## SECURITY

The highest security level needed for the performance of this effort is For Official Use Only (FOUO). All contract personnel must be U.S. Citizens and have a favorable background investigation.

## SPECIAL INSTRUCTIONS

Information Assurance includes safeguarding agency classified/unclassified information at the network and desktop level. Applicable Federal and agency-specific security policies and guidelines per the provision of AR 25-1, Chapter 5, shall apply to information technology systems, supported networks, all workstations and personal computers to remotely access computing and networking resources regardless of location. Compliance with these requirements will be monitored by periodic computer security audits performed by, or on behalf of, the office.

## TECHNICAL POINTS OF CONTACT

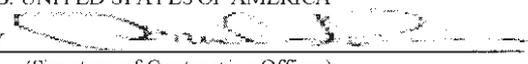
### Contractor's Officer's Representative

Troy Hamilton  
 Audio Visual Specialist  
 WHS-ITMD-Telecommunications  
 PLC2, MJ954  
 703-697-5458

### Installations Representative

Alton Cheaves  
Director, Telecommunications  
WHS-ITMD  
703-697-5458

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 09-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL PROJECTION SYSTEMS, INC. 707 PLATINUM POINT STE 2001 LAKE MARY FL 32746-5702			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-08-C-1041	
			X	10B. DATED (SEE ITEM 13) 19-Aug-2008	
CODE ODTN1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.212-4(c)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <u>william09495</u> The purpose of this modification is to add CLINS 0003, 0004 and 0005 to procure additional equipment as specified herein.  Point of contact is Anthony Williams 703-696-1657					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID L. PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 09-Jan-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$25,008.00 from \$1,339,502.30 to \$1,364,510.30.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101

The FSC code 7010 has been added.  
The PROG code A70 has been added.  
The WSC Equipment code 000 has been added.  
The NAICS code 334310 has been added.  
The MDAP/MAIS Code 000 has been added.

CLIN 0002

The FSC code has changed from 5836 to 7010.

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	KVM Switches FFP 1x8 SwitchView SC; Model SC280-001 Control Number 09WH632-211	33	Each	\$672.00	\$22,176.00

PURCHASE REQUEST NUMBER: HQ018790080010000

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NET AMT \$22,176.00

ACRN AB \$22,176.00

CLIN 0004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	6FT USB Cables FFP FOR SWITCHVIEW SC - WITH CAC READER SUPPORT Model SCUSB-C6 Control Number 09WH632-211-0001	66	Each	\$23.00	\$1,518.00
PURCHASE REQUEST NUMBER: HQ018790080010000					

---

NET AMT \$1,518.00

ACRN AB \$1,518.00

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Shipping for CLINS 0003 & 0004 FFP Control Number 09WH632-211-0001	1	Lot	\$1,314.00	\$1,314.00

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NET AMT \$1,314.00

ACRN AB \$1,314.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$25,008.00 from \$1,339,502.30 to \$1,364,510.30.

CLIN 0003:

Funding on CLIN 0003 is initiated as follows:

ACRN: AB

CIN: HQ0187900800100000003

Acctng Data: 97X4950.2015 PX161 4080 2599 S49447 PFAC90057

Increase: \$22,176.00

Total: \$22,176.00

CLIN 0004:

Funding on CLIN 0004 is initiated as follows:

ACRN: AB

CIN: HQ0187900800100000004

Acctng Data: 97X4950.2015 PX161 4080 2599 S49447 PFAC90057

Increase: \$1,518.00

Total: \$1,518.00

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AB

CIN: HQ0187900800100000005

Acctng Data: 97X4950.2015 PX161 4080 2599 S49447 PFAC90057

Increase: \$1,314.00

Total: \$1,314.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
09-JAN-2009	33	WHS/DFD/SPAD DEE HENDRIX PENTAGON 1155,RM 3A272 WASHINGTON DC 203041 703-693-2478 FOB: Destination	HQ0195

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
09-JAN-2009	66	WHS/DFD/SPAD DEE HENDRIX PENTAGON 1155,RM 3A272 WASHINGTON DC 203041 703-693-2478 FOB: Destination	HQ0195

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

(End of Summary of Changes)