AWARI	AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)				RATING A7	PAGE	OF	PAGES 30				
2. CONTRACT H92222-05-C-0	(Proc. Inst. Ident.) NO.	3. EFFECTIVE DA	TE	p 200	5		4. REQU F2VUQ0504	ISITION/P	URCHASE REQUES	T/PROJECT	NO.	
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	LIES OR SERVICES AND		2						EXHIBITS AND O	THER ATTA	CHM	
	RIPTION/ SPECS/ WORK	STATEMENT	3-6	X	J		FATTACE				50	19 - 30
	AGING AND MARKING	ICE	7		1		And the second s		TIONS AND INST	RUCTIONS		T
	VERIES OR PERFORMAN		9	1	K				IFICATIONS AND OFFERORS			
	RACT ADMINISTRATIO		10 - 11						TICES TO OFFEROR	S		
X H SPEC	IAL CONTRACT REQUIR	REMENTS	12 - 13		M	EVALU	ATION FA	CT ORS FO	OR AWARD			
document and return] items or perform all the sheets for the consideral contract shall be subject (b) the solicitation, if an as are attached or incor (Attachments are listed	R'S NEGOTIATED AGREEMENT copies to issuing office. Conservices set forth or otherwise identition stated herein. The rights and oblit to and governed by the following do y, and (e) such provisions, representa portand by reference herein.	gations of the parties to this cuments: (a) this award/con- tions, certifications, and spec-	sign this de liver all mustion stract,	including above, if the confider (b) this	award/co	ditions or ch accepted a ch consists on ontract. No	nanges made by us to the items lie of the following o further contra-	you which add ted above and documents: (a	ditions or changes are set fort on any continuation sheets. I t) the Government's solicitation	his award consun	nmates	
	20.2			E. J.	MORE	/ CONTR	ACTING OFF					
19B. NAME OF	CONTRACTOR	19C. DATI	E SIGNED			1-0560 x ED ST A	277 TES OF AI	MERICA	EMAIL: moree@socom.	20C. DA		
STATE OF THE PARTY	e of person authorized to sign)			10 x _38	TAL SOL		(Signature o	f Contracting C	fficer)			
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GPO 1985 O - 469-794

Prescribed by GSA FAR (48 CFR) 53.214(a)

Section B - Supplies or Services and Prices

FOB: Destination

ITEM NO SUPPLIES/SERVICES EST. UNIT UNIT PRICE AMOUNT QUANTITY 0001 Lot Prototype - Wide Area Surveillance **CPFF** The Contractor shall provide all facilities, labor, and travel to conduct the research, development, integration, and testing of the Wide Area Surveillance System (WASS) IAW SOW, Paragraph 2.0, Contract Objectives. The Contractor shall deliver two (2) fieldable prototype systems to include one (1) Users Guide IAW SOW, Paragraph 8.0, Deliverables. The period of performance for CLIN 0001 shall not exceed twelve (12) months from date of contract award. FOB: Destination PURCHASE REQUEST NUMBER: F2VUQ05047A100 ESTIMATED COST FIXED FEE \$1,504,360.00 TOTAL EST COST + FEE ACRN AA \$1,504,360.00 CIN: F2VUQ05047A100 ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT UNIT PRICE ESTIMATED AMOUNT QUANTITY 0002 Lot NSP Technical Data The Contractor shall furnish technical data IAW Exhibit A, Contract Data Requirement List (CDRLs), Section J and SOW. The cost of the data including preparing, formattting, reproducing, and delivering data IAW the data requirements will not be separately priced (NSP). The period of performance for CLIN 0002 shall not exceed twelve (12) months from Date of Contract Award.

> ESTIMATED NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

Wide Area Surveillance System (WASS) Statement of Work Revised 20 September 2005

1.0 The Reconnaissance and Surveillance Program Management Office (R&S PMO) has the requirement to develop a very powerful unmanned surveillance system that can optically monitor a wide area of terrain and automatically notify remote locations of the presence or movement of specific targets over a small bandwidth communication link. The surveillance system will include:

- A Remote Camera Unit (RCU) with zoom lens, data compression software, pan & tilt capability, and tripod,
- A Remote Monitoring Station (RMS) with display monitors, recorders, de-compression software, target database, target detection software, and data storage capabilities, and
- A narrow bandwidth Communication Link (CL) between the two units.

The R&S PMO intends to fulfill this requirement by modifying existing lossless compression software to interface with an existing high resolution camera with powerful zoom lens such that the "system" can observe a wide area, detect targets, alert users, and automatically zoom in on those targets for a closer look and better ID. It is anticipated that the Contractor will supply all of the "system" except the lossless compression and de-compression software and the database of targets, and that the Contractor will work with the Government designated supplier of the compression software to build, test, de-bug, and cause the "system" to be fully functional.

The Wide Area Surveillance System (WASS) will provide the capability to automatically monitor a wide area and then zoom in to obtain detailed intelligence with the same equipment. The intelligence data gathered will be timelier, of higher optical quality, and of greater military utility. And this will occur with an attendant reduction in user vulnerability.

2.0 Contract Objectives:

- 2.1The Contractor shall develop the WASS's Remote Camera Unit (RCU) by integrating 300x HD Zoom lens with a high definition camera and a narrow bandwidth communication link on a remotely controllable pan and tilt unit and inserting Government supplied data compression software.
- 2.2 The Contractor shall develop a Remote Monitoring Station (RMS) that has the capability to transmit and receive data and imagery to/from the RCU over the Communication Link and to indicate the presence and identification probability of possible pre-selected targets via the Government supplied de-compression and Automatic Target Recognition (ATR) software.
- 2.3 The Contractor shall demonstrate a manual version of the full WASS system to the user community.
- 2.4 Based on this demonstration, the Contractor shall integrate Government approved changes to the demonstrated prototype.
- 2.5 The Contractor shall deliver two (2) WASS operational prototype devices.
- 3.0 Engineering Objectives:
- 3.1 The Contractor shall assemble and integrate pan/tilt positioning and lens/camera control software with the system hardware to form the "manual system" for the off-site demonstration to secure the user community evaluation and feedback. Following the demonstration, a design specification and subsequent Preliminary Design Review (PDR) with the Government shall be conducted as a precursor to development of the automated software with the manual system to maintain program continuity. In parallel with the software development, the second "automated system" shall be procured, assembled, and functionally tested and subsequently used for environmental testing. With the

environmental testing and automated software development completed, a Critical Design Review (CDR) will be held to review the automated operation and environmental testing results. Following the CDR, both the manual and automated WASS systems will be brought up to the same system revision level and tested. Factory Acceptance Testing shall be performed on both systems and witnessed by the Government prior to shipment. The specific tasks to be performed are as follows:

- 3.2 The Contractor shall write a Design Specification for the Automated System. This specification will be reviewed at the PDR. The Design Specification will include the following:
 - System Overview
 - Hardware Description
 - Software Description
 - Compression/ATR software Interface Control Document
 - Software Architecture
 - Automation Algorithm
 - User Software Development Kit
 - Focus/Exposure Algorithm
 - Environmental requirements
 - User Changes and Upgrades Document
 - Reliability Calculations
 - Physical Requirements
- 3.3 The PDR will be held at the contactor's facility. The meeting will review in detail the Design Specification.
- 3.4 Automated Software Development may commence after approval of the Design Specification. The Government anticipates that during this process the manual demonstration WASS system will be available to the design team. The software will be developed in parallel with the second system development and environmental testing.
- 3.5 Environmental Testing will be conducted by the Contractor to verify compliance with the Design Specification environmental requirements. Any problems will be resolved by the design team and reviewed with the Government if any deviations are required.
- 3.6 The CDR shall be held at the Contractor's facility with the Government present to review the actual design and the performance of the system.
- 3.7 A User's manual will be developed by the Contractor to cover the installation, operation, and field maintenance of the WASS.
- 3.8 Factory Acceptance Test will be conducted by the Contractor at the Contractor's facility. The test will be preformed with the WASS Automated System and software.
- 3.9 All research, assessments, and recommended integration efforts shall be presented to the Government for approval during Technical Exchange Meetings (TEMs) to be held at a time and location agreed upon by the Government and Contractor.
- 3.10 All designs shall be presented to the Government for approval during formal Program Reviews (PRs). PRs will be conducted at times and locations agreed to by the Government and the Contractor. All designs must address delivery, impact on operational capabilities, concealment, and removal/destruction techniques.
- 3.11 The Contractor shall provide all Interface Control Documents (ICD) for the WASS prototype.
- 3.12 The Contractor shall demonstrate WASS prototype to the Government at times and locations agreed to by the Government and Contractor.

- 3.13 The Contractor shall provide a Test/Demonstration Plan for Government approval 30 days prior to any formal test or demonstration unless directed otherwise by the Government.
- 4.0 Government Furnished Equipment/Information (GFE/GFI): Compression and automatic target recognition software will be provided to the Contractor.
- 5.0 Travel: The contractor shall anticipate the following travel requirements:

Destination (from/to)	# of Trips	# of travelers	Duration (days)
California/Florida	2	2	3
California/North Carolina	1	2	6
California/Arizona	1	2	6

6.0 Program Management

- 6.1 The Contractor shall provide a program management system that will provide timely monthly programmatic, cost, schedule, and performance information to the Government.
- 6.2 The Contractor shall conduct TEMs to address technology insertion, risk, and programmatic efforts as required and agreed to by the Government and Contractor.
- 6.3 In accordance with the deliverables chart, conduct TEMs, regularly scheduled PRs, demonstrations, and provide monthly progress reports by e-mail as agreed to by the Contractor and the Government.

7.0 Security

7.1 Personnel assigned to work on this contract shall be U.S. citizens.

8.0 Deliverables

8.1 Anticipated deliverables for this SOW shall be as described in the table below. Unless otherwise noted, all documentation will be delivered to the COR and where applicable be in standard Microsoft Office compatible file formats (i.e., Word, PowerPoint, etc.).

Deliverable	Number	Description	Comments		
TEM/PR Minutes 2		TEM/PR minutes containing agreed to requirements for implementation in the development of WASS			
PDR Package	1	PDR Packages for the WASS prototype	Copies of briefing slides serve as design baseline		
CDR Package	1	CDR Packages for the WASS prototype	Copies of briefing slides serve as design baseline		
ICD	1	Document defines interfaces between various optical, sensor, software and reporting systems.	Document provides requirements baseline		
Users Guide	1	Document provides detailed user instructions on the programming, delivery, collection and operation of data.	Should be simple and intuitive		
Demonstration Plans	1	Detailed test plans for all development and operational tests	Submit for approval 30 days prior to test		
WASS Prototype	2	Two (2) prototypes for evaluation	The early manual demo unit shall be upgraded to equal the automatic prototype		

Monthly Status Report 12

9.0 Special Considerations: The following special considerations shall apply to the Contractor in the performance of this contract.

9.1 Contract and Technical Point of Contact:



- 9.2 Place of Performance: The contractor shall perform the requirements of this SOW in the contractor's facility and at Government specified test sites.
- 9.3 Period of Performance: The anticipated period of performance of this SOW shall be twelve (12) months from date of award of contract.
- 9.4 Shipping: The Contractor shall deliver systems and residuals to the following shipping address:



Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost	MAY 2001
	Reimbursement	
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

5652.246-9001 Material Inspection and Receiving Reports (DD 250) Addresses (2001)

Material Inspection and Receiving Reports shall be transmitted electronically in accordance with DFAR 252.246-7000 to the following addresses:

(1) One original copy to the Paying Office: DFAS-CO/WEST ENTITLEMENT P.O. Box 182381 Columbus, Oh 43218-2381

(2) One copy to the Contracting Officer Representative:

7701 Tampa Point Blvd MacDill AFB, FL 33621-5323

(3) One copy to the Contracting Office:

USSOCOM

ATTN: SOAL-KB, (Ms. Kathleen Henderson)

7701 Tampa Point Blvd MacDill AFB, FL 33621-5323 Email: henderk@socom.mil

(end of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

0001

Twelve (12 Months From 1.00 Lot

Date of Contract Award

0002

IAW CDRLs

1.00 Lot

IAW CDRLs

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I

Stop-Work Order (Aug 1989) - Alternate I

APR 1984

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.11SF SK5 52S4 3060CI 000000 59200 63121D 525700 F25700 AMOUNT: \$1,504,360.00 CIN F2VUQ05047A100: \$1,504,360.00

CLAUSES INCORPORATED BY REFERENCE

252.232-7003

Electronic Submission of Payment Requests

JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

5652.232-9003 Paying Office Instructions (2005)

(a) The Primary Contracting Office Point of Contact is:

USSOCOM

ATTN: SOAL-KB/Kathleen Henderson

7701 Tampa Point Blvd MacDill AFB, FL 33621-5323

henderk@socom.mil Phone: 813-281-0560, x-303

(b) The Administrative Contracting Office Point of Contact is:

DCMA- Los Angeles

P.O. Box 9608

Mission Hills, CA 91346-9608

(c) The Contracting Officer's Representative:

MacDill AFB, FL 33621-5323

(d) Invoice(s) should be forwarded directly to the following designated billing office:

DCAA – San Fernando Valley Branch Office, 04231 6230 Van Nuys Blvd, Fed Bldg Rm 2001 Van Nuys, CA 91401 DODDAC: HAA619

(e) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, or otherwise designated paying office.

- (f) Payment to the contractor shall be mailed to the following address (*Insert contractor electronic payment information*)
- (g) Special Payment Instructions: (Insert special paying instructions if any).

(end of clause)

5652.216-9000 Fixed Fee Information (2003)

Subject to the requirements of FAR 52.216-8 and all other withholding requirements of this contract, the fixed fee stated in Section B shall be paid to the contractor at the same percentage rate as the percentage of incurred and allowable costs proportionate to the total estimated cost.

(end of clause)

5652.232-9004 Distribution of Vouchers/Invoices (2005)

(a) The contractor shall forward vouchers/invoices electronically to the addresses below in a simultaneous mailing.

(1) DCAA Office:

DCAA - San Fernando Valley Branch Office, 04231

6230 Van Nuys Blvd, Fed Bldg Rm 2001

Van Nuys, CA 91401 DODDAC: HAA619

(2) DCMA Office:

DCMA-Los Angeles P.O. Box 9608

Mission Hills, CA 91346-9608

(3) Contracting Officer Representative:



(4) Contracting Office POC:

USSOCOM

ATTN: SOAL-KB, Ms. Kathleen Henderson

henderk@socom.mil

- (b) Contract Completion voucher shall be submitted to: All addressees
- (c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is:

USSOCOM

ATTN: SOAL-KB, Mr. E.J. More

7701 Tampa Point Blvd MacDill AFB, FL 33621 Phone: 813-281-0560, x-277 Email: moree@socom.mil

(end of clause)

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

5652.245-9001 Schedule of Government-Furnished Material (2001)

The Government will furnish material in accordance with the Government Furnished Property clause of the contract for use in the performance of this contract. A list of the materials to be supplied is located in Section H of the contract. The contractor will requisition required materials in accordance with the procedures outlined in the Statement of Work, Paragraph 4.0.

(end of clause)

The Government Furnished Equipment/Information (GFE/GFI) will be provided to the Contractor not later than 30 days after contract award.

Disposition of Government Equipment/Property: The Contractor will be responsible for returning the GFE/GFI to the point of origin that provided the equipment/property. There will be no costs associated with the return shipment. The Contractor shall include these costs in their cost estimate.

Item	Qty	Nomenclature	Description
1	1	Software	Compression And Automatic Target Recognition Software

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of	
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	JUN 2003
	Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	
	(PRB) Other than Pensions	1002000
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing DataModifications (Oct 1997) -	001 1771
	Alternate II	
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
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	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans	DEC 2001
32.222 33	of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	
02.222 07	Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-1 Alt 1 52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
J.J	Infringement	AUG 1990

52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-9		APR 1984
52.232-17	Limitation On Withholding Of Payments Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-20		
	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
50 000 1	Registration	тт 2002
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt IV	ChangesCost-Reimbursement (Aug 1987) - Alternate IV	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.246-24	Limitation Of LiabilityHigh-Value Items	FEB 1997
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	
	Contract-Related Felonies	
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
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	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
202.220-7001	Economic Enterprises, and Native Hawaiian Small Business Concerns	JL 2007
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995

252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	MAR 2000
	Components (DoD Contracts)	
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

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.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.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

5652.201-9001 Technical Representative (2005)

- (a) The Contracting Officer may appoint one or more Government employees as a technical representative to assist the Contracting Officer with scientific engineering or field of discipline matters directly related to the contract. The technical representative is not authorized to act on be behalf of the Contracting Officer or to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
- (b) The appointments will be in writing, signed by the Contracting Officer.

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

- (a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.
- (b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.
- (c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

- (d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.
- (e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment Number	Description	Date	No. of Pages
01	Subcontracting Plan	12 Sep 2005	5
Exhibit A	Contract Data Requirements List	15 Mar 2005	6

ATTACHMENT 01

SUBCONTRACTING PLAN

Small Business, HUBZone Small Business, Small Disadvantaged Business, Women-Owned Small Business and Veteran-Owned

Small Business Subcontracting Plan

Date: 9/12/05

Contractor: Panavision Federal Systems LLC
Address: 6219 De Soto Ave.
Woodland Hills, CA 91367

Solicitation No: H92222-05-R-0003
Contract No: H92222-05-C-0036
Item/Service: Prototype – Wide Area Surveillance

The following, together with any attachments, are hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by Federal Acquisition Regulation (FAR) 19.702.

A. 1. The following dollar and percentage goals are applicable to the contract awarded under the solicitation cited. (FAR 52.219-9(d)(1),(2))

		Dollar Goal	Percentage Goal
Total Contract Price	\$1,504,370		
Total Amount planned to be Subcontracted			
To Large Business	1	. 0	0%
To Small Business Concerns			<u>5%</u>
To HUBZone Small Business Concerns			2.5%
To Small Non-Disadvantaged Business Concerns			0%
To Small Disadvantaged Business Concerns			2.5%
To Women Owned Small Business Concerns		0	0%
To Historically Black Colleges & Universities & Minority Institutions		0	0%
To Veteran-Owned Small Business		0	0%
To Service-Disabled Veteran-Owned Small Business		0	0%

^{2.} The following is a description of the principal types of supplies and/or services that will be subcontracted under this contract, and the distribution among, large, small, HUBZone small, small disadvantaged, and women owned small business:

(FAR 52.219-9(d)(3))

Products/ Services	Large Business	Small Business	HUBZone Small Business	Small Disadvantaged Business	Women Owned Small Business	Veteran- Owned Small Business
Material		5%	2.5%	2.5%		
			-			

3. The following method was used to develop subcontract goals (i.e. Statement explaining how the
product and service areas to be subcontracted were established, how the areas to be subcontracted to
small, HUBZone small, small disadvantaged, Veteran-Owned and women owned small business concerns
were determined and, how small, HUBZone small, small disadvantaged, and women owned small
business concerns' capabilities were determined, to include identification of source lists utilized in making
those determinations. (FAR 52.219-9(d)(4))

Outreach to small disadvantage and historically underutilized business concern	

4. A description of the method used to identify potential sources for soliciting purposes (i.e. existing company source lists, PRO-Net Database of the U.S. Small Business Administration, The National Minority Purchasing Council Vendor Information Service, or Small, HUBZone small, Small Disadvantaged, Veteran-Owned and Women Owned Business Concern Trade Associations). (FAR 52.219-9(d)(5))

Existing company source lists

5	Indirect	and	overhead	costs	(check	one	helow).

Γ	1 Have Been	X	1 Have Not Been	included in the	goals specified in A.	1.
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indirect and overhead cos	s checked, explain the method used in determining the proportionate share of sts to be allocated as subcontracts to small business concerns, HUBZone small disadvantaged business concerns, Veteran-owned and women-owned small
B. The following individua (FAR 52.219-9(d)(7))	al will administer the subcontracting program:
Name:	Robert Bell
Address	6219 De Soto Ave.
	Woodland Hills, CA
Title:	Director of R&D Administration
Phone:	818-316-2281
FAX:	818-316-1101
F-Mail:	Boh Bell@Panavision.com

This individual's specific duties, as they relate to firm's subcontracting program, are as follows: (FAR 52.219-9(d)(7))

- 1. General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:
- a. Developing and maintaining bidders' lists of small business (SB), HUBZone small business (HUBZ SB), small disadvantaged business (SDB), veteran-owned (vosb) and women owned small business (WOSB) concerns from all possible sources.
- b. Ensuring that procurement packages are structured to permit SB, HUBZ SB, SDB, VOSB and WOSB concerns to participate to the maximum extent possible.
- c. Assuring inclusion of SB, HUBZ SB, SDB, VOSB and WOSB concerns in all solicitations for products or services which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc. which may tend to restrict or prohibit SB, HUBZ SB, SDB, VOSB and WOSB participation.
 - e. Ensuring periodic rotation of potential subcontractors on bidders' lists.
- f. Ensuring that the bid proposal review board document its reasons for selecting low bids submitted by SB, HUBZ SB, SDB, VOSB and WOSB concerns.
- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at business opportunity workshops, minority business enterprise seminars, trade fairs etc.
- i. Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of PL 95-507.

- Monitoring attainment of proposed goals.
- k. Preparing and submitting periodic subcontract reports required.
- I. Coordinating contractor's activities during the conduct of compliance.
- m. Coordinating the conduct of contractor's activities involving its SB, HUBZ SB, SDB, VOSBand WOSB subcontracting program.
 - n. Additions to (or deletions from) duties specified above are as follows:
- C. The following efforts will be taken to assure that SB, HUBZ SB, SDB, VOSB and WOSB concerns will have the equitable opportunity to compete for subcontracts: (FAR 52.219-9 (d)(8))
 - 1. Outreach efforts will be made as follows:
 - a. Contacts with minority and small business trade associations.
 - b. Contacts with business development organizations.
- c. Attendance at small, small disadvantaged and women-owned small business procurement conferences and trade fairs.
 - d. Sources will be requested from SBA's PRO Net System.
- e. Special efforts with respect to Small Disadvantaged Business Concerns (DFAR 219.704(a)(3)):
 - (i). Provide technical assistance
 - (ii). Restrict competition
 - f. The following internal efforts will be made to guide and encourage buyers:
 - (i). Workshops, seminars, and training programs will be conducted.
 - (ii). Activities will be monitored to evaluate compliance with this subcontracting plan.
- g. SB, HUBZ SB, SDB, VOSB and WOSB concern source lists, guides and other data identifying SB, SDB, VOSB and WOSB concerns will be maintained and utilized by buyers in soliciting subcontracts. (FAR 52.219-9(d)(11))
- D. Panavision Federal Systems agrees that the clause entitled "Utilization of Small Business, Small Disadvantaged Business, and Women Owned Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities, and that Panavision Federal Systems will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by Panavision Federal Systems. (FAR 52.219-9(d)(9))
- E. Panavision Federal Systems agrees to cooperate in any studies or surveys as may be required, submit periodic reports in order to allow the government to determine the extent of compliance by

Panavision Federal Systems with the subcontracting plan, submit Standard Form (SF) Form 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and ensure that its subcontractors agree to submit Standard Form 294 and 295, respectively. (FAR 52.219-9(d)(10).

- F. Panavision Federal Systems agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
- 1. SB, HUBZ SB, SDB, VOSB and WOSB Concerns source lists, guides and other data identifying SB, HUBZ SB, SDB, VOSB, WOSB vendors. (FAR 52.219-9(d)(11)(i)).
- 2. Lists of organizations contacted for small, HUBZone Small, small disadvantaged, and women owned small business sources. (FAR 52.219-9(d)(11)(ii)).
- 3. On a contract by contact basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation: whether small business concerns were solicited, and if not, why not; whether HUBZone small business concerns were solicited, and if not, why not; whether small disadvantaged business concerns were solicited, and if not, why not; whether women owned small business concerns were solicited, and if not, why not; and reasons for the failure of solicited small, HUBZone small, small disadvantaged, and women owned small business concerns, VOSB to receive the subcontract award. (FAR 52.219-9(d)(11)(iii))
- 4. Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc., Attendance at small and minority business procurement conferences and trade fairs. (FAR 52-219.9 (d)(11)(iv)).
- Records to support internal activities to guide and encourage buyers through: workshops, seminars, training programs, etc., and monitoring performance to evaluate compliance. (FAR 52-219.9 (d)(11)(v)).
- 6. On a contract by contract basis, records to support subcontract award data to include name and address of subcontractor. (FAR 52.219-9 (d)(11)(vi)).

Signature:	Political	
Typed Name:	Robert Bell	
Title:	Director of R&D Administration	
Date:	12 Sep 2005	

ATTACHMENT 02

EXHIBIT A - CONTRACT DATA REQUIREMENTS LIST

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