

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 37					
2. CONTRACT NO. HQ0013-07-C-0001		3. AWARD/EFFECTIVE DATE 01-Oct-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-06-R-0009		6. SOLICITATION ISSUE DATE 26-Aug-2006			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TOYE LATIMORE		b. TELEPHONE NUMBER (No Collect Calls) (703) 601-3848		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 06 Sep 2006					
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON MS TOYE Y LATIMORE 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408  TEL: 703-601-3848 FAX: 703-602-1671			CODE HQ0013		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: 6.5			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO OFFICE OF THE ASSISTANT SECRETARY OF DEF DANIEL DEVJIN, SR. FOR INTERNATIONAL SECURITY AFFAIRS, (OASD WASHINGTON DC 20310-2900			CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>					CODE	
17a. CONTRACTOR/OFFEROR SAIC WENDY GOSNELL ATTN: WENDY GOSNELL R&D DIVISION (SAN DI MCLEAN VA 22102  TEL. 703-676-5757			CODE 0T5L1		18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1325			CODE HQ0347		FACILITY CODE 52302	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$2,298,730.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE HQ0013-06-R-0009 <input checked="" type="checkbox"/> OFFER DATED <u>01-Sep-2006</u> . 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)  <i>Toy Y. Latimore</i>				31c. DATE SIGNED  05-Sep-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MS. TOYE Y. LATIMORE / CONTRACTING OFFICER TEL: (703) 601-3848 EMAIL: TOYE.LATIMORE@DSCA.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

PERFORMANCE WORK STATEMENT

**STATEMENT OF WORK  
DEFENSE SUPPORT TO PUBLIC DIPLOMACY  
(October 1, 2006 - January 31, 2007)**

Originator: Mr. Daniel D. Devlin, Sr.; Office of the Assistant Secretary of Defense for International Security Affairs (OASD(ISA)), Office of the Under Secretary of Defense for Policy (OUSD(P)); The Pentagon, Washington, D.C.; 20310-2500; Phone (703) 696-1862, DSN 426-1862.

**1. BACKGROUND:** This is a task delivery order for the research of adversary and threat influence activities directed at the Department of Defense (DoD) and the United States Government (USG) via publicly available media sources; and provision of foreign media analysis services to DoD and United States Government (USG) in support of the Support to Public Diplomacy, and the Defense Language and Foreign Area Officer Programs (DLP and FAOP). The support to DoD and the USG is in accordance with: National Security Presidential Directive -1 (NSPD), 25 April 2001; DoD Directive 5111.1, Undersecretary of Defense for Policy (USD(P)), 8 December 1999; DoD Directive 5111.07, Assistant Secretary of Defense for International Security Affairs (ASD(ISA)), 9 October 2004; DoD Directive 5111.10, Assistant Secretary of Defense for Special Operations and Low Intensity Conflict (ASD(SO/LIC)), 22 March 1995; White House Memorandum, Establishment of the Strategic Communication Policy Coordination Committee, 10 September 2002; Defense Science Board Task Force Report on Strategic Communication, A Panel Report of the 2004 Summer Study transitioning to and from hostilities, August 2004; and appropriate directives and instructions for the DLP and FAOP.

**2. APPLICABLE DOCUMENTS:** See Above.

**3. OBJECTIVE:** To provide relevant, timely and culturally nuanced, unclassified translation and analysis of publicly available foreign media sources directed to foreign audiences concerning current issues affecting military and USG strategy and policy for various high level USG officials in the DoD and USG as directed. The primary purpose of the translation and analysis is to understand foreign public diplomacy efforts to influence foreign audiences in their views towards the United States of America and, based on this analysis, to assist in the development of strategies and policy options for DoD Support to Public Diplomacy and Strategic Communication efforts for current operations and other USG strategic communication(s) activities.

**4. SCOPE:** The products developed by this contract requirement would be used to inform designated officials and allow them to develop better policy documents for various USG, DoD, and Allied or Coalition audiences identified by the Contracting Officer Technical Representative (COTR). The products will consist of periodic reports (daily, weekly, monthly) that result from monitoring select foreign language public domain media (television networks, print and the Internet), as well as special reports as designated by the COTR that support the development of public diplomacy strategies and policy recommendations regarding DoD support to USG Strategic Communication(s) policies.

**5. SPECIFIC REQUIREMENTS AND SUBTASKS:**

5.1. Develop Work Plan. The contractor shall provide a written Work Plan to accomplish the subtasks within 15 days of the award. The COTR will approve the mutually agreed Work Plan within 5 days of receiving it from the contractor.

5.2. Monitor Foreign Media Broadcasts. Based upon input from DoD articulated through the COTR, the contractor shall produce daily media monitoring and analysis of foreign media, including but not limited to, *Al Jazeera, Al Arabiya, Al Manar, Al Alam and Al Iraqiya*; and / or any other networks as directed. Monitoring

includes both viewing and capturing of live television broadcasts and daily monitoring of television network sponsored websites. Analyst teams consisting of both native background Arabic and non-native background Arabic linguists with superior language skills (or other languages as directed by the COTR) shall accomplish this monitoring. The Government expects analysts to have formal education related to language studies, behavioral sciences, international relations, or other culturally appropriate education. Advanced degrees in related fields from recognized institutions are preferred. The government expects coverage to include eight (8) hours of local CENTCOM AOR prime time coverage (or other Geographic Combatant Commander area as designated by the COTR) that will be watched live by analysts who are a combination of native linguists and non-native linguists who speak, listen and read Arabic at the 3/3/3 level or higher. At a minimum all analysts will be U.S. citizens and shall currently possess a secret clearance or be eligible for a secret clearance. All managers and senior analysts will be U.S. citizens and shall currently possess a secret clearance or higher. Reports shall be provided in MS Word format and contain detailed analyses. These reports shall be distributed electronically daily to recipients designated by the COTR. The reports must consider quantitative and qualitative methodology to analyze the content and content trends of these media outlets. Analysis should be able to determine whether or not USG and DoD policies have an effect upon these media outlets. The contractor shall operate and maintain the USG provided Automated Media Monitoring and Research System (AMMARS) and associated satellite TV video feeds (Contract #W74V8H-04-P-0751). Linguist / analysts must be trained in, and capable of operating, the AMMARS system. Government expects a minimum of [REDACTED] FTE of labor for this task. Daily reports will be provided no later than 1700 Eastern Standard Time to the government Task Monitor. This task also requires surge support as required for seven (7) day coverage during periods of significant media activity (e.g., National elections of interest). No extended workweek coverage is authorized for this surge support.

5.3. Monitor and analyze other foreign media. Based on input from the COTR and/or the Task Monitor, the contractor shall monitor and analyze other designated foreign media sources, including but not limited to Internet open source network news postings and foreign printed publications available publicly. All analysts performing this task shall meet the requirements of Task 5.2. These reports shall be distributed electronically weekly to recipients designated by the COTR. The government expects a minimum of [REDACTED] FTE of labor for this task.

5.4. Provide Metrics with Data: Researching the public domain, the contractor will expand the development of metrics to assess progress of designated entities in the realm of international media communication(s). The contractor will provide fully validated and usable international media communication (s) metrics that will track this. This task shall include a valid research strategy, data reduction schema and trend analysis outputs. Metrics will also include a validated system for analyzing individual media outlets or content for purposes of characterization or analysis. Metrics will also include a baseline built upon six (6) months or more of research data on day of award. The contractor will deliver reports based on referenced metrics through monthly graphical presentations that track changes, lack of changes, or unusual events. The reports will track changes over time of trends and patterns of adversary propaganda. The reported trends and patterns will focus on foreign audiences in various regions of the world, the media and messengers that reach those audiences, and the messages that most influence those audiences. The reports will include monthly trends of sets (categorized by region or sub-region) of websites sharing common ideological goals (e.g., pro-insurgency websites across Europe). The reports will provide profiles of individual sites within a larger language set. These profiles will include new sites, as analysts find them, as well as snapshots depicting "up," "down," or "no movement" in the degrees of militancy for designated sets. The contractor will provide case studies examining particular themes and messages used in the media. The government expects a minimum of [REDACTED] FTE of effort by senior scientists for this task. The senior scientists should have experience and/or education commensurate with developing, implementing and analyzing metrics for this program. The senior scientists should have an earned doctorate from an accredited research institution and be U.S. citizens with a current valid security clearance at Secret or higher.

5.5 Research of Selected Threats: The contractor will research, analyze, and publish findings related to current and future threats and their use of media to influence audiences. Initiative reports shall derive from public domain research in, at a minimum: Arabic, Farsi, Indonesian, Urdu, Thai, Tagalog, Spanish, French, Russian, Chinese, Malay, Dari, Pashtu, Dutch, Turkish and Hausa. These languages will form the base requirement upon award, but the contractor should anticipate changes at the discretion of the government over the course of the contract to conform to changing requirements. These initiative reports shall be brief and must examine current

Strategic Communication(s) opportunities, trends, threats and topics. The contractor must be able to find, analyze and report on content observed in foreign media within 24 hours of first observation. The contractor must have a methodology for processing these reports in a timely manner. The contractor must also demonstrate a methodology for finding, tracking, and analyzing threat use of media to influence audiences. The contractor will also demonstrate a mature data research process, data reduction process, analysis process, editing process and quality assurance process. The government expects a minimum of [REDACTED] FTE of experienced analysts for this task. These analysts should all speak, listen and read the appropriate foreign languages at the 3/3/3 level or higher. Where the analysts do not speak, listen and read a foreign language to that degree, they should have over ten (10) years of specialized subject matter expertise and experience. Ideal candidates would have recent experience living and working in the local economy of the region they will analyze; advanced, related academic preparation in liberal arts or behavioral science; and demonstrated experience in conducting this type of research. All analysts must be current U.S. citizens eligible for a security clearance. All senior analysts or managers must be U.S. citizens and have a valid current security clearance at the secret level or higher. The government requires an understanding of how contractor products will meet USG requirements and how the contractor intends to use these [REDACTED] FTE to research and understand USG Public Diplomacy and / or Strategic Communication(s). The contractor must have a methodology and system for archiving research and reporting, and an ability to search archived data at a later date to develop trend analysis or longitudinal analysis. When appropriate and as requested by the COTR, the contractor will research special topics such as media sources, key communicators, historical approaches, trends and other related topics.

5.6. Distribute products: The contractor will provide a password protected website for the archiving and distribution of research products on the USG provided system. The website must be secure, password protected, searchable and able to be updated daily for distributing the unclassified work performed by the contractor. The contractor shall provide access no later than 24 hours to users identified by the government. The contractor must support up to 500 discrete users as established in the initial period of performance. The website should also include capabilities for video hosting, fuzzy search, image captioning, video embedding, portable document formatting, and linkage to data bases developed for metrics analysis. The contractor will also use existing email distribution lists to disseminate the finished reports as directed by the COTR.

5.7. Provide liaison support to facilitate USG Interagency coordination between the Department of State (DoS) and DoD. Provide daily liaison support to coordinate research efforts of contractor research facility with ongoing interagency government requirements. Specifically, act as research facility point of contact for questions and requests for research. Provide weekly report that includes current list of research priorities and includes list of significant coordination efforts (e.g. military deployments in support of public diplomacy efforts and country team efforts). Provide insight into developing interagency plans and policy. At a minimum, the person must be a U.S. citizen, possess a current Top Secret security clearance, and have at least twenty years of demonstrated experience in public diplomacy and counter-propaganda, as well as experience in staffing and coordinating DoS and DoD actions. The ideal candidate must speak multiple languages and have extensive experience from assignment(s) to U.S. embassies in at least one Middle Eastern country as an active member of the embassy country team. The person must be acceptable to the office of the DoS being supported.

5.8. Provide support to the appropriate office or directorate within DoD. Provide daily liaison support to coordinate research efforts of contractor research facility with ongoing government Department of Defense research requirements. Conduct synthesis of activities, based on contractor research facility, to update briefings. Assist in the preparation of informational briefings for senior decision makers and leaders. Turn DoD research requirements into prioritized tasking lists for contractor research facility. Provide subject matter expertise and input into DoD working groups, conferences, plans and policies as required. Personnel shall be U.S. citizens, possess a current Top Secret clearance, and should be prepared to work at the Pentagon. At least one (1) person assigned will be fluent in French and currently possess a TS/SCI clearance. All should be eligible for a TS/SCI clearance and at least one (1) person should have an existing TS/SCI clearance. Personnel assigned will demonstrate a minimum of five years experience at working at the OSD level and be familiar with interagency staffing and support functions. Additionally, personnel assigned will be familiar with the development of DoD Support to Strategic Communication(s) policies and plans. One (1) person must have a minimum of five years experience working with DLP and FAOP policies and plans. The government anticipates [REDACTED] FTE will be needed to successfully perform this task. All proposed personnel must be acceptable to the office of the DoD being supported.

5.9. Provide consultative support to the appropriate office or directorate at DoD. Provide specialized consultant input to ongoing and projected DoD plans within DoD. Provide an independent evaluation of planned strategies, objectives, themes, messages, programs, and technology. In addition, provide recommendations to improve planned activities. Provide independent assessment of metrics and provide recommendations for improvements to research and metrics processes. At a minimum, the person assigned must be a U.S. citizen, possess a current Secret clearance, be eligible for a Top Secret clearance, and must have at least twenty (20) years demonstrated combined experience in public diplomacy and US political processes. Must have five (5) years of recent experience working within OSD, the Joint Staff, and the Combatant Commands (COCOMs). This consultant should be a subject matter expert with global contacts to media, political leaders and educational institutions. The government anticipates 960 hours per year with significant travel to all of the DoD COCOMs twice per year.

5.10. Operate and maintain the advanced database warehousing network known as the Automated Media Monitoring and Research System (AMMARS) to include the capability to store up to thirty (30) days of video/audio material from a minimum of six (6) networks. The database material must be searchable through phonetic searches in the vernacular language of the selected media. The USG will provide the media feeds to the AMMARS at the contractor site. The feeds will be current and directed at foreign audiences as identified in paragraphs 5.2 and 5.3. Additional feeds will be added as areas of interest and additional target audiences are further identified and specified by the COTR, as required.

5.11. All visitors to the contractor worksite, including senior corporate personnel, will be approved by the COTR or Task Monitor at least two (2) working days prior to a visit. The priority of work will be set by the Task Monitor, to include briefings or conference attendance.

**6. DELIVERABLES:** All deliverables may be delivered in a draft format:

6.1. Draft work plan.

6.2. Daily media analysis report covering *Al Jazeera, Al Arabiya, Al Manar, Al Alam, and Al Iraqiya* (Monday through Friday, with Saturday and Sunday coverage as appropriate included in the Monday report).

6.3. Periodic media analysis reports covering *other media* in selected regions will be included in Friday reporting. Locations may be added as required by the COTR in agreement with the contractor.

6.4. Provide validated system of metrics with historical data for immediate use by USG at unclassified level. Provide monthly updates in easy to understand graphic representation monthly throughout period of performance.

6.5. Periodic media information reports based on initiative reporting that address significant aspects of directed projects.

6.6. Operation and maintenance of a secure password website to present and provide deliverables as noted in paragraphs 6.2 through 6.5. The website must: remain word or phrase searchable, be updated daily, and contain a feedback capability for approved readers.

6.7. Operation and maintenance of the USG owned Automated Media Monitoring and Research System (AMMARS). As specified by the COTR and agreed to by the contractor, the contractor may provide occasional video clips that the AMMARS captures and stores. The contractor shall provide annual maintenance for the AMMARS in the contract price. This annual maintenance shall include all annual software upgrades that are made to the system outside normal warranty upgrades.

**GOVERNMENT FURNISHED PROPERTY/INFORMATION:** Currently, the contractor must provide broadcast video signals to the AMMARS so that analysts can complete the media monitoring requirements in the tasks at paragraphs 6.2 and 6.3 included in the price of the contract. At a future date, the Government may provide broadcast

video signals to the AMMARS so that analysts can complete the media monitoring requirements in the tasks at paragraphs 6.2 and 6.3 as government furnished property/information (GFP/GFI). If and when the Government determines to provide broadcast video signals to the AMMARS as GFP/GFI, the contract will be modified to delete the requirement for the contractor to provide broadcast video signals as of a date to be agreed by the parties, and the contract price will be accordingly reduced by the amount of the price of the deleted service.

**PLACE OF PERFORMANCE:** The core team will be in the Washington, DC metropolitan area within an easy fifteen (15) minute commute from the Pentagon. The contractor will not bring visitors, including the contractor's senior management staff, to the facility without prior coordination and consultation with the government COTR or Task Manager, and a minimum of two (2) days notice. The government requires intermittent workspace for two (2) people, as needed, at the contractor research facility to coordinate work between the analysis team and DoD and USG offices; specifically, shared workspace for the contractor liaison officers when working on site.

**PERIOD OF PERFORMANCE:** October 1, 2006 - January 31, 2007

**TECHNICAL COGNIZANCE:** The Contracting Officer's Technical Representative (COTR) for this work is Mr. John Matheny, Office of the Assistant Secretary of Defense for International Security Affairs, Room 5B684, 2400 Defense Pentagon, Washington, D.C., 20301-1000, phone: 703-696-1907. The Task Monitor is Mr. Daniel D. Devlin, Sr.; Office of the Assistant Secretary of Defense for International Security Affairs (OASD(ISA)), Office of the Under Secretary of Defense for Policy (OUSD(P)); The Pentagon, Washington, D.C.; 20310-2500; Phone (703) 696-1862, DSN 426-1862.

**SECURITY:** Upon commencement of the contract, the DoD OUSD(P) will assist the contractor in obtaining any necessary security clearances. Staff not working at a government site will be located at a site that is segregated from intelligence community related contracts and activities and will have no storage, access or connection to classified intelligence collection, fusion or finished intelligence products. No use of classified intelligence collection activities and / or reporting is authorized by those analysts producing the directed daily or weekly reports. Clearances are required for coordination on development of DoD policy, strategies and products related to contract activities. The government desires an unclassified work force that can conduct public domain research in an unclassified environment. See the attached DD Form 254, DoD Contract Security Classification Specification.

**PERSONNEL:** All personnel proposed in this contract will be dedicated to this effort. A signed commitment letter is required for each person listed in the contractor's proposal. The contractor will notify the government upon termination of an assigned employee. In the event of an internal transfer, the government will be given thirty (30) days notice prior to the transfer taking place. The contractor will replace proposed personnel with fully qualified personnel who meet the same standards required in the contract (e.g., the contractor will not propose highly skilled personnel; and then, replace them over time with significantly less skilled personnel). The contract will require non-disclosure agreements to be completed.

**TRAVEL:** Work is to be performed at facilities in or around the Military District of Washington. Local travel will consist of frequent visits to the Department of Defense (Pentagon) and other Federal Government agencies in the Washington D.C. vicinity approximately once a week, as required. Consultant travel to DoD Combatant Commands should anticipate two trips to each command each year.

**EVALUATION PRIORITY:** This PWS requires execution of an existing program. Therefore, evaluation priority will be weighted in the following order: technical approach, demonstrated past performance in work as described above, sample products, personnel qualifications and experience, a transition plan, and a price proposal. Proposals with unrealistic prices will be rejected.

**CONTRACTING POC:** The POC for any contracting related issues is Ms. Toye Y. Latimore, Business Deputy for Contracting, Defense Security Cooperation Agency (DSCA), 201 12<sup>th</sup> Street, South, Ste 203, Arlington, VA 22202. **No monetary/constructive changes are to be made to this order without written approval from the Contracting Officer.**

**Deliverables Performance Work Standards**

Performance Objectives	Delivery Schedule	SOW Para	Format	Performance Standard	Monitoring Method	Incentives/ Disincentives
The contractor must provide a written Work Plan to accomplish the subtasks.	Within 15 days of award. The COTR will approve the mutually agreed Work Plan within 5 days of receiving it from the contractor.	5.1	MS Word hard copy or digital media formats	Work plan meets all government requirements and includes all key tasks. Work plan provides contingency plan for surge support for crisis periods.	POC review	Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.
The contractor must produce daily media monitoring and analysis of <i>Al Jazeera</i> , <i>Al Arabiya</i> , <i>Al Manar</i> , <i>Al Alam</i> , <i>Al Iraqiya</i> and a sixth channel to be decided.	Daily	5.2	MS Word hard copy or digital media formats	Analysis includes talk shows, interviews, news broadcasts, and websites related to the TV channels monitored. 250 expected each year including daily and supplemental reports.	POC review	Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.
The contractor must monitor and analyze other designated foreign media sources, including but not limited to Internet open source network news postings and foreign printed publications available publicly, and produce weekly analysis reports.	Daily	5.3	MS Word hard copy or digital media formats	Analysis includes nuanced understanding of intended audience(s) of the designated foreign media sources, the cultural context, and the implications on US and coalition interests.	POC review	Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.

<p>The contractor will expand the development of metrics to assess progress of designated entities in the realm of international media communication(s).</p>	<p>Monthly for existing metrics and date to be agreed upon for developmental metrics.</p>	<p>5.4</p>	<p>MS Word hard copy or digital media formats</p>	<p>Metrics are scientifically valid and provide useable trend analysis. Metrics also allow comparison of individual media outlets and assess influence impact of individual media outlets. Developed metrics for global situational awareness accurately track designated entity status, trends and activity level by country, region or locality and are both scientifically valid and easy to understand. 12 monthly reports are expected each year of performance</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>
<p>Global Issues Reports must continue to derive from public domain research in Arabic, Farsi, Indonesian, Urdu, Thai, Tagalog, Spanish and French and must expand to include Russian, Chinese and Hindi and, at the discretion of the COTR, an African language such as Hausa. These reports must be brief and must examine current international communications opportunities, trends, threats and topics. The contractor must research special topics such as media sources, key communicators, historical approaches, trends and other related topics.</p>	<p>Date to be agreed upon with each assignment</p>	<p>5.5</p>	<p>MS Word hard copy or digital media format</p>	<p>2-3 pages of concise, nuanced, analysis based on primary source research of non-English language sources. Reports will be written as the contractor observes changes in themes, messages, and strategies. 360 reports are the minimum threshold. 385 or more desired.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>
<p>The contractor must provide a password protected website for the archiving and distribution of research products. The website must be secure, password protected, searchable and updated daily for distributing the unclassified work performed by the contractor. The contractor must provide access no later than</p>	<p>Daily</p>	<p>5.6</p>	<p>NA</p>	<p>Access for 500 discrete users. 90% availability 24 hours x 365 days.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past</p>

<p>24 hours to users identified by the government.</p>						<p>performance.</p>
<p>The contractor must provide liaison support to facilitate USG Interagency coordination between the Department of State (DoS) and DoD. Provide daily liaison support to coordinate research efforts of contractor research facility with ongoing interagency government requirements. Specifically, act as research facility point of contact for questions and requests for research. Provide weekly report that includes current list of research priorities and includes list of significant coordination efforts (e.g. military deployments in support of public diplomacy efforts and country team efforts). Provide insight into developing interagency plans and policy. As required, develop draft policy, doctrine and plans for DoD in support of Defense Support to Public Diplomacy. Must be a U.S. citizen.</p>	<p>Date to be agreed upon with each assignment.</p>	<p>5.7</p>	<p>MS Word hard copy or digital media formats</p>	<p>of support by contractor(s) who have at least 20 years experience in public diplomacy, and who are proficient in multiple languages.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>
<p>The contractor must provide support to the appropriate office or directorate within DoD. Provide daily liaison support to coordinate research efforts of contractor research facility with ongoing government Department of Defense research requirements. Conduct synthesis of activities, based on contractor research facility, to update briefings. Prepare informational briefings for senior decision makers and leaders. Turn DoD research requirements into prioritized tasking lists for contractor research facility. Provide subject matter expertise and input into DoD working groups, conferences, plans and policies as required. Personnel must be U.S. citizens and shall possess a current Top Secret clearance and should be</p>	<p>Date to be agreed upon with each assignment.</p>	<p>5.8</p>	<p>MS Word hard copy or digital media formats</p>	<p>of support by contractors with a current TS clearance. One of the contractors should have current TS/SCI clearance and two or more years experience in supporting DoD Language Policy requirements.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>

<p>prepared to work at the Pentagon. At least one (1) person assigned will be fluent in French and currently possess a TS/SCI clearance. All should be eligible for a TS/SCI clearance and at least one (1) person should have an existing TS/SCI clearance. Personnel assigned will demonstrate a minimum of five years experience at working at the OSD level and be familiar with interagency staffing and support functions. Additionally, personnel assigned will be familiar with the development of DoD Support to Strategic Communication(s) policies and plans. One (1) person must have a minimum of five years experience working with DLP and FAOP policies and plans. All must be acceptable to the office of the DoD being supported.</p>						
<p>The contractor must provide consultative support to the appropriate office or directorate at DoD. All must be U.S. citizens.</p>	<p>Date to be agreed upon with each assignment.</p>	<p>5.9</p>	<p>MS Word hard copy or digital media formats</p>	<p>of support by qualified subject matter experts per SOW. Consultants will review policies and materials within 96 hours of receipt and return with comments.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>
<p>The contractor must operate and maintain the advanced database warehousing network known as the Automated Media Monitoring and Research System (AMMARS) which stores up to 30 days of video/audio material from six networks. The database material must be searchable through phonetic searches in the vernacular language of the selected media.</p>	<p>Date to be agreed upon with each assignment.</p>	<p>5.10</p>	<p>MS Word hard copy or digital media formats</p>	<p>System is available for use by analysts 90% of the time. Hours of planned maintenance do not count against this minimum threshold.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>

<p>The contractor must develop Informational Strategies to support Defense Support to Public Diplomacy.</p>	<p>Date to be agreed upon with each assignment.</p>	<p>5.9</p>	<p>MS Word hard copy or digital media formats</p>	<p>Strategies will include an intended target audience, desired effect, theme, message, and proposed measure of effectiveness.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>
<p>All visitors to the contractor worksite, including senior corporate personnel, will be approved by the COTR or Task Monitor prior to visiting. The priority of work will be set by the Task Monitor, to include briefings or conference attendance.</p>	<p>Dates to be coordinated a minimum of two (2) working days in advance</p>	<p>5.11</p>	<p>MS Word hard copy or digital media formats</p>	<p>All visitors to the work facility will be coordinated. LNOs are located at major government offices and can expedite visit requests.</p>	<p>POC review</p>	<p>Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on the contractor's past performance.</p>

LIMITATION OF GOVERNMENT

**232.705-70 Clause for limitation of Government's obligation.**

Use the clause at 252.232-7007, Limitation of Government's Obligation, in solicitations and resultant incrementally funded fixed-price contracts. The contracting officer may revise the contractor's notification period, in paragraph (c) of the clause, from "ninety" to "thirty" or "sixty" days, as appropriate.

REMITTANCE ADDRESS FOR PAYMENT

The Remittance Address for Payment is as Follows:

Science Applications International Corporation  
 Citibank, N.A.  
 New York, New York

Account No. 30547584  
 ABA No.: 021000089  
 Contract: Shawnese N. Jones  
 (302) 324-6377

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall provide FFP foreign language media monitoring, foreign language website research, and a full range of metrics for both of these linguist support services. Contractor shall also provide administrative staff support to the Assistant Secretary of Defense for International Security Affairs Office of the Defense support Public Diplomacy, incldugin staff reasearch expertise in Defense Support to Public Diplomacy, foreign language education and Foreign Area Officer programs. The Period of Performance is 1 October 2006 through 31 January 2007. The COR is Mr. Daniel Devlin, OSD-Policy, Email: Daniel.Devlin@osd.mil, (703) 696-1862. This price includes all cost as outlined in the contractors proposal dated September 1, 2006. Cost for travel, Dish Network Feeds are included. POC for Contracting is Mrs. Toye Latimore, Contracting Officer, (703) 601-3848. FOB: Destination	4	Months	\$574,682.50	\$2,298,730.00
NET AMT					\$2,298,730.00
ACRN AA					\$0.00
CIN: 00000000000000000000000000000000					

**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 01-OCT-2006 TO N/A  
31-JAN-2007

OFFICE OF THE ASSISTANT SECRETARY  
OF DEF  
DANIEL DEVLIN, SR.  
FOR INTERNATIONAL SECURITY  
AFFAIRS, (OASD  
WASHINGTON DC 20310-2500  
703-696-1862  
FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 97 7 0100.1220 4553 00000 2522 9JAA97 012123 DJAC 7 8000  
AMOUNT: \$0.00  
CIN 00000000000000000000000000000000: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(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 performance of nonconforming services at no increase in contract price. 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. 327, 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 (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate 1 (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX \_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX \_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX \_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

XX \_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

XX \_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX \_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

XX \_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate 1 (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

XX \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this 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 and 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 type and 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) 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 (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

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

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

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.232-22 LIMITATION OF FUNDS (APR 1984)

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

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

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

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or; (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

#### 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be

reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or

other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this

contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at

paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

**Government Purpose Rights**

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

**Limited Rights**

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

#### 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be

reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

## 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the

challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the

Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

#### 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 1001 through 1002 are incrementally funded. For these item(s), the sum of \_\_\_\_\_ (estimate) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds.

The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

October 1, 2006 Total award amount estimated at \_\_\_\_\_.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. F00001	3. EFFECTIVE DATE 01-Oct-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON MS TOYE Y LATIMORE 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408	CODE HQ0013	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) SAIC WENDY GOSNELL ATTN: WENDY GOSNELL R&D DIVISION (SAN DI) MCLEAN VA 22102				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0013-07-C-0001	
				X	10B. DATED (SEE ITEM 13) 01-Oct-2006	
CODE 0T5L1	FACILITY CODE 1G361					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<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>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
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:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: tlalimor06146 The purpose of this modification is to correct the cage code. The cage code should be changed FROM 52301 to 1G361. All other terms and conditions remain unchanged.						
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) MS. TOYE Y. LATIMORE / CONTRACTING OFFICER TEL: (703) 601-3848 EMAIL: TOYELATIMORE@DSCAMIL			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Toy Y. Latimore</i> (Signature of Contracting Officer)		16C. DATE SIGNED 13-Sep-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 11-Oct-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON MS TOYE Y LATIMORE 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408		CODE HQ0013	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) SAIC WENDY GOSNELL ATTN: WENDY GOSNELL R&D DIVISION (SAN DI MCLEAN VA 22102				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0013-07-C-0001		
				X 10B. DATED (SEE ITEM 13) 01-Oct-2006		
CODE 0T5L1		FACILITY CODE 52302				
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.						
X 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:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: latimor0717 This modification incorporates a list of Government furnished equipment, for accountability purposes, that is property of the United States Government. This equipment was purchased by the Government under a contract awarded by the Contracting Center for Excellence (CCE) located in the Pentagon under contract number, W74V8H-04-P-0753. This equipment may be used to support services under this contract and any resulting future contracts for this service. All other terms and conditions remain unchanged.						
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) MS. TOYE Y. LATIMORE / CONTRACTING OFFICER TEL: (703) 601-3848 EMAIL: TOYE.LATIMORE@DSCA.MIL			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Ms. Y. Latimore</i> (Signature of Contracting Officer)		16C. DATE SIGNED 11-Oct-2006	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

ACCOUNTABILITY OF GOV'T PROPER

The equipment listed below is Government equipment that the USG purchased under a separate contract. This list is included in the contract for accountability purposes. All property under this contract is Government furnished property.

<u>Decal</u>	<u>Item Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Unit</u>
G195087	MONITOR	PRINCETON	LCD1750	JCCF3802835	\$
G195088	MAC MINI COMPUTER	APPLE	NONE	YM6130DEU38	\$
G195089	ROUTER	SYMANTEC	SGS360	JSG36006011273	\$
G198609	XRAID G5	APPLE	A1009	QP43808YPQG	\$ 9
G198610	XSERVE G5	APPLE	A1068	QP4380F3PNJ	\$ 4
G198612	CINEMA DISPLAY	APPLE	A1082	2A4351XOPKL	\$ 1
G198613	MAC G5 POWER PC	APPLE	A1047	G843715DQPR	\$ 3
G198614	MAC G5 POWER PC	APPLE	A1047	G843715EQPR	\$ 3
G198615	MICROPHONE	MILLER	NONE	NONE	\$
G198616	CINEMA DISPLAY	APPLE	A1082	NONE	\$ 1
G198617	TAPE DRIVE	PANASONIC	AGDV2500P	D3A1569JV3	\$
G198618	MAC G4 POWER PC	APPLE	NONE	NONE	\$ 2
G198619	CINEMA DISPLAY	APPLE	NONE	N53060CDNAF	\$ 1
G198620	PRINTER	EPSON	P158A	CZYK133851	\$
G198621	SCANNER	EPSON	G860A	DUQX086309	\$
G198622	TRIPOD	MILLER	NONE	D32294	\$
G198623	DVD CAM	SONY	DSR11	46096	\$ 1
G198624	DIGITAL CAMERA	CANON	DS6031	1620505980	\$ 1
G198625	CINEMA DISPLAY	APPLE	NONE	CY23809EJU8	\$ 1
G198626	DVD CAM	SONY	DSR11	484534	\$ 1
G198627	MAC G4 POWER PC	APPLE	NONE	XB320LBN1Y	\$ 2
G198628	MAC G4 POWER PC	APPLE	NONE	NONE	\$ 2
G198629	CINEMA DISPLAY	APPLE	NONE	Y13240HENNF	\$ 1
G198630	CPU	APPLE	NONE	NONE	\$ 2
G198631	CINEMA DISPLAY	APPLE	NONE	N53060CJNAF	\$ 1
G198632	MAC G4 POWER PC	APPLE	NONE	N53111VVNAF	\$ 2
G198633	MICROPHONE	NEUMANN	NONE	29762	\$ 2
G198634	TAPE BACK-UP	EXABYTE	VXA2E	85114079	\$
G198635	CINEMA DISPLAY	APPLE	NONE	N53060CHNAF	\$ 1
G198636	CINEMA DISPLAY	APPLE	NONE	N53060CGNAF	\$ 1
G198637	VIDEO RECORDER	PANASONIC	AGDV1DC	FS2A10043	\$

G198638	DIGITAL VIDEO CAMERA	PANASONIC	DVX100A	L2TD00271	\$ 1
G198639	UPS	APC	SU700BX120	QS0236230679	\$
G198640	DIGITAL VIDEO CAMERA	PANASONIC	DVX100	L2TD00271	\$ 1
G198641	MONITOR	SONY	PVM14N6U	6201708	\$
G198642	MEDIA CONVERTER	PRO MAX	NONE	SM03027468	\$
G198643	VIDEO CASSETTE RECORDER	SONY	UVW1800	48515	\$
G198644	ROUTING SWITCH	KNOX	NONE	NONE	\$
G198645	VHS RECORDER	PANASONIC	AG2580P	C3A1592JV2	\$
G198646	DVD RECORDER	PANASONIC	DMRE100HP	KW3GA001736	\$ 1
G198647	MONITOR	SONY	PVM14L5	2101899	\$
G198648	EQUIPMENT RACK	SONY	NONE	NONE	\$
G198649	ROUTING SWITCH	KNOX	NONE	NONE	\$
G198650	LINE MIXING BOARD	MACKIE	1642VL7PRO	121DN27190	\$
G198651	VIDEO CASSETTE RECORDER	SONY	UVW1800P	41525	\$
G204982	SPEAKERS	JBL	LSR25P	U206011821A	\$
G204983	KEYBOARD	KORG	SP200	1008798	\$ 2
G204984	LIGHTING ASSEMBLY	LOWELL	NONE	NONE	\$ 1
G204985	LIGHT DEFUSER	LOWELL	NONE	NONE	\$

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 17-Oct-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE DEFENSE SECURITY COOPERATION AGENCY-CON JAMES WASHINGTON 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202		HQ0013	7. ADMINISTERED BY (If other than item 6) CODE DEFENSE SECURITY COOPERATION AGENCY-CON MS TOYE Y LATIMORE 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408		HQ0013
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SAIC WENDY GOSNELL ATTN: WENDY GOSNELL R&D DIVISION (SAN D) MCLEAN VA 22102				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0013-07-C-0001	
				X 10B. DATED (SEE ITEM 13) 01-Oct-2006	
CODE 0T5L1		FACILITY CODE 52302			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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.					
X 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:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: jw ashing0720 The purpose of this modification is to delete clause 52.232-18, Availability of Funds, and add funding in the amount of \$2,298,730. All other terms and conditions remain unchanged.					
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)		
			JAMES WASHINGTON / CONTRACTING OFFICER TEL: 703-604-6566 EMAIL: james.washington@dscamail		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <u>James S. Washington jr</u>		17-Oct-2006
			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 01-Nov-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
6. ISSUED BY CODE DEFENSE SECURITY COOPERATION AGENCY-CON JANET SZATMARY 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202	HQ0013	7. ADMINISTERED BY (If other than item 6) DEFENSE SECURITY COOPERATION AGENCY-CON MS TOYE Y LATIMORE 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408		CODE HQ0013		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SAIC WENDY GOSNELL ATTN: WENDY GOSNELL R&D DIVISION (SAN D) MCLEAN VA 22102				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0013-07-C-0001	
				X	10B. DATED (SEE ITEM 13) 01-Oct-2006	
CODE 0T5L1	FACILITY CODE 52302					
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 CONTRACT 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.						
X 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:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: jszatmar0731 1. The purpose of this modification is to incorporate Invoicing Instructions. See Continuation page for details. 2. All other terms and conditions remain unchanged and in full effect.						
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) JAMES WASHINGTON / CONTRACTING OFFICER TEL: 703-604-6566 EMAIL: james.washington@dscamrl			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>James S. Washington Jr.</u> (Signature of Contracting Officer)		16C. DATE SIGNED 02-Nov-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

INVOICING INSTRUCTIONS

Invoicing Instructions:

a. Please submit invoices to the following addressee:

Office of the Assistant Secretary of Defense for International Security Affairs (OASD(ISA)); Office of the Under Secretary of Defense for Policy (OUSD(P));

Attn: Mr. Dan Devlin, Sr.

Pentagon

Washington DC 20310-2500

Phone 703-696-1862

b. The invoice document shall include as a minimum, the following information in order to ensure proper payment:

- Name and address of the contractor (legal and doing business as);
- Cage Code number;
- Invoice number and date;
- Contract Number and/or Task Order Number;
- Contract line items number(s) and/or sub line item number for; service/delivery rendered;
- Period of Performance covered by invoice;
- Name, title, and phone number of person to be notified in case of defective invoices.

c. Instructions for Payment Office

Do not prorate payments on this contract. Invoices are to be paid per specific contract line item number (CLIN) and accounting classification reference number (ACRN) in order of allocation as cited by the contractor. A copy of the final paid invoice should be forwarded to the Contracting Office and the COR as designated in the Statement of Work and or contract.

d. COR Name and Address: Same as item a. above

(End of Summary of Changes)