

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQ0038-4111-0004-000		PAGE 1 OF 10						
2. CONTRACT NO. W74V8H-04-P-0393		3. AWARD/EFFECTIVE DATE 18-Jun-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W74V8H-04-T-0094		6. SOLICITATION ISSUE DATE 01-Jun-2004				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b) (6)			b. TELEPHONE NUMBER (No Collect Calls) 703-695-8651		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 10 Jun 2004					
9. ISSUED BY DEFENSE CONTRACTING COMMAND-WASHINGTON 5200 ARMY PENTAGON ROOM 1C243 THE PENTAGON WASHINGTON DC 20310-5200 TEL: FAX:			CODE W74V8H		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: \$6M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30		
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE ITEM 9				CODE		
17a. CONTRACTOR/ OFFEROR THE IRAQ MEMORY FOUNDATION KANAN MAKIYA 4 FOREST STREET CAMBRIDGE MA 02140-1542 TEL. 617-576-3059			CODE 3V9P5		18a. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS DIRECTORATE NETWORK OP ATTN: DFAS-IN/BVD/IN VENDOR PAY DEPT 3800 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-3800			CODE HQ0105		FACILITY CODE 3V9P5		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT		
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule								26. TOTAL AWARD AMOUNT \$2,100,000.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Your quote dated 7 June 04					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <u>07-Jun-2004</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) (b) (6)				31c. DATE SIGNED 18-Jun-2004				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6) / KO TEL: 703-693-3009 EMAIL (b) (6)@hqda.army.mil							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR				
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)							
				42b. RECEIVED AT (Location)								
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS						

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Each Per Month	\$162,500.00 \$1,950,000.00	
	Iraq Memory Foundation FFP Iraq Memory Foundation PURCHASE REQUEST NUMBER: HQ0038-4111-0004-000				

N				ET AMT	\$1,950,000.00
	ACRN AA Funded Amount				\$1,950,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		
	Iraq Memory Foundation COST Iraq Memory Foundation Travel: shall be IAW FAR 31.205-46 and JTFR/JTR PURCHASE REQUEST NUMBER: HQ0038-4111-0004-000				

ES				TIMATED COST	\$150,000.00
	ACRN AA Funded Amount				\$150,000.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 18-JUN-2004 TO 17-JUN-2005	N/A N/A	FOB: Destination	

0002 POP 18-JUN-2004 TO N/A N/A
 17-JUN-2005 FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 9740100.112033582522S49447DSAC40376
 AMOUNT: \$2,100,000.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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: (Contracting Officer check as appropriate.)

(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 (Jan 1999) (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.

- (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.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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 (JUNE 2003) (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 I (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) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

- (17) 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).

- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- (19) 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).

- (20)(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)).

- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

- (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 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)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (33)(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 I (APR 1984) 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.]
- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (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.).
- ___ (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 (October 2000) (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) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 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)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation

insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

POC AND INVOICES

POC AND INVOICES

Invoices will be accomplished by submitting a completed DD Form 250, Material Inspection and Receiving Report in an Original and Five (5) copies to the Contracting Officer's Representative (COR)/Point of Contact for approval. Invoices/vouchers shall contain the following information:

- The contractor name and address as it appears on the contract;
- The contract number;
- Contract line item number (CLIN), quantity and unit cost and extend cost/
- The total amount of the invoice/voucher for the billing period.

The POC will process and forward the invoice/voucher within three (3) working days as follows;

The Original and three (3) to the paying office as it appears on the contract.

1 Copy to Defense Contracting Command-Washington (ATTN: RECORDS MANAGEMENT)

The POC is liaison between the contracting office and the contractor for delivery, specification, and payment issues. The POC **does not** have the authority to change any of the terms and conditions of this order. The POC is:

Mr. (b) (6)

Office of the Assistant Secretary of Defense for International Security Affairs,
703-692-6675.

This order was processed by (b) (6) (703) 695-8651 email: (b) (6) @hqda.army mil

SOW

STATEMENT OF WORK FOR IRAQ MEMORY FOUNDATION (IMF)

1.0 B ACKGROUND

At the end of 35 years of Ba'athist rule and the fall of Saddam Hussein's regime, an Iraqi Oral History on Film can now be produced without putting documentary subjects at risk of certain retaliation. It is critical to future generations in Iraq that an archive of first-hand accounts by the survivors of Ba'athist atrocities be established.

2.0 APPLICABLE DOCUMENTS (Video Projects on DVD)

Saddam's Killing Fields documentary.

3.0 OBJECTIVE. The objective of this order is to establish a record of witnesses' testimony to atrocities committed upon the Iraqi people (and others) during the Ba'athist rule. A series of short documentaries would be created from this multi-media record and broadcast to the people of Iraq. The U.S. Government would also assist the contractor in distributing the documentaries to other global audiences to counter pro-Sadaam, pro-Ba'thist propaganda. The operational intent is to be apolitical; recording accounts of witnesses, collecting documents and relics.

3.1 Record 30–50 victim/witness testimonies of varying lengths, to be used in edited form for long-format documentaries for archival purposes and short-format interview segments for broadcast use. Produce at least one 15

minute documentary from each of these victim/witness testimonials. These personal testimonies will powerfully impart the brutalities of the former regime to the public and scholars.

3.2 Establish an Iraqi Audio-Visual archive, via producing and collecting visual material such as the regime's own footage of its own criminal behavior. The contractor will at all times have ownership rights and rights of usage of all footage in both raw and edited forms. USG recognizes the right of the contractor to copyright and retain control of all products based upon the raw footage that have been edited for its own use and distribution. The contractor may set and retain any financial considerations that result from sales, rentals, or any other licensing of its copyrighted products. USG retains the right to broadcast the 15-minute edited segments worldwide as well as in Iraq. (The U.S. Government shall have the license to show the edited segments, and license them for showing for one year from the date of the U.S. Government's receipt of the films. The U.S. Government shall require of the media entities with whom it contracts that they observe the contractor's copyright of the films, and that the films be shown only during the allotted one year period, by the media entities with whom the U.S. government contracts.)

3.3 Build and train local Iraqi staff that will continue to maintain the goals of this project.

4.0 SCOPE. The government requires the contractor to collect documentary evidence of atrocities and crimes committed by the former Ba'athist regime of Iraq. The requires research involving first-hand testimonials, creation of video archives, editing of video footage for documentaries and collecting other documentary evidence of atrocities and crimes against humanity perpetrated by the former Ba'athist regime in Iraq against the people of Iraq.

5.0 SPECIFIC REQUIREMENTS AND SUBTASKS

5.1 Develop Work Plan. The contractor shall provide a written Work Plan to accomplish the subtasks within fifteen days of the delivery order's awarding. The Contracting Officer's Point of Contact (POC) shall provide the mutually agreed upon Work Plan.

5.2 International and Local Personnel. The contractor will hire teams of personnel for three locations, Baghdad, London, and Washington D.C., each with technical expertise and language skills commensurate with that location's needs.

5.2.1 Contract Manager. The contractor will provide a technical representative to oversee all aspects of the program from its outset to completion. Responsible for tracking expenses, reviewing expenditures versus milestone objectives, evaluating quality of products, and scrutinizing monthly progress reports. Requires travel for a minimum of three one-week visits during the period of performance. Must have in-depth knowledge of the latest upgrades in technical equipment and software for video, graphic design, and editing. Will provide periodic evaluations on equipment and software inventory.

5.2.2 Project Directors. Project Directors will will have progressive experience with project management, strategic planning, supervising staff and producing documentaries or other multi-media products.

5.2.3 Office Managers. They will assist the Project Directors in conducting research and supervising operations and staff, and will be involved in projects and initiatives at the direction of the Project Directors. Office Managers will operate under the established work plan.

5.2.4 Senior Researcher. Senior Researcher must have over ten years research experience preferably in Modern Arabian studies/Iraqi studies. Ability to supervise researchers in remote locations.

5.2.5 Researchers. Researchers must have previous experience working with archives, database management. History backgrounds with Arabic focus preferred. Experience conducting interviews and working with video crews preferred.

5.2.6 Cameraman/Director. The ideal candidate will be an expert in their field, with at least ten years experience creating documentaries and conducting interviews. Cameraman/Director will be responsible for training staff.

5.2.7 Senior Online Digital Video Editors. The ideal candidate will have at least five years experience editing video for documentaries, working with video crews and graphic designers and have current working knowledge of industry-standard hardware and software.

5.2.8 Assistant Editors. The ideal candidate will have at least two years experience editing video for documentaries, working with senior editors and graphic designers and have current working knowledge of industry-standard hardware and software.

5.2.9 Graphic Designers. The ideal candidate should have at least five years experience designing for video, working with video crews and video editors and have current working knowledge of industry-standard hardware and software.

5.2.10 Gaffers. The ideal candidate will have at least three years experience engineering lighting for video documentaries, assisting video crews, and expertise in electrical systems.

5.2.11 Grips. The ideal candidate will have at least three years experience working with lighting for video documentaries, assisting gaffers and video crews, and expertise in electrical systems.

5.2.12 Sound Engineers. The ideal candidate will have at least three years experience working with audio equipment for video, interfacing with video crews and specialists. Requires a strong understanding of music and speech mixing and integration. Must have current working knowledge of industry-standard hardware and software.

5.2.13 Production Assistants. The ideal candidate must have at least three years video production experience. Must have current working knowledge of industry-standard hardware and software.

5.2.14 Administrative Assistants. At least one of these personnel will have at least five years experience with managing finances, accounting, and personnel affairs in a production or agency environment.

5.2.15 Security Staff. Must maintain a secure environment, be aware of liabilities for the specific region, and have the ability to take appropriate actions.

5.2.16 Linguistic Services. Translation services as required for working with technical staff that may not have needed language skills.

6.0 The contractor will assume sole legal and contractual responsibility for acquisition of "other documentary evidence of atrocities and crimes against humanity perpetrated by the former Ba'athist regime in Iraq against the people of Iraq" as part of the contract, with the stipulation that it will only be required to purchase documentary evidence from legitimate copyright holders."

7.0 DELIVERABLES. The contractor team will provide strategic plans, progress reports, burn charts, and accountings. The contractor will produce interviews and documentaries for Iraqi Audio-Visual archive.

7.1 Release Forms. All subjects of interviewed testimonials or subjects who give any statement at all to be recorded on video must be required to sign a usage release form before any recordings are made. If no release is obtained, the subject footage will be deemed unusable.

7.2 The Deliverables as identified in Section 7.0, "Deliverables" will be considered accepted upon delivery.

8.0 GOVERNMENT FURNISHED PROPERTY/INFORMATION. The government will provide access to all applicable unclassified documents, photos, video footage, and information required to complete the task in paragraph 5 above. The government may broadcast the documentaries on government owned, operated or supported media facilities (e.g. Al-Hurra, Al-Iraqiya, et cetera) or similar media of coalition allies. The government will not own the copyright or distribution rights of the documentaries.

8.1 Risk of loss or damage during contract performance shall be borne by the U.S. Government. The property will be charged directly to the contract. However, at the expiration of the contract the property shall be dispositioned to The Iraqi Memory Foundation and contractor will have no further obligations with respect to said property from that point in time, and no adjustment shall be made to the amount charged for said property.

9.0 PERIOD OF PERFORMANCE AND CONTRACT TYPE. The period of performance is: 18 Jun 2004 – 17 Jun 2005. Contract type is firm fixed price.

10.0 TECHNICAL COGNIZANCE. The POC for this work is Mr. (b) (6) Office of the Assistant Secretary of Defense for International Security Affairs, 703-692-6675.

11.0 TRAVEL. Work is to be performed at three primary locations: Baghdad, Iraq; London, U.K.; and Washington, D.C. Anticipated travel to London and Washington D.C for a minimum of 3 one-week visit. Prior to any traveling POC must approve and shall be IAW FAR 31.205-46 and JTFR/JTR.

-- End Statement of Work --