

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Iraq Oral History FFP Record, produce and broadcast testimonies IAW SOW dated Aug 05 Base Period PURCHASE REQUEST NUMBER: HQ0038-5159-0003-000	12	Months	\$90,664.00	\$1,087,968.00
NET AMT					\$1,087,968.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Iraq Oral History FFP The CLIN is administrative and is to provide funding for CLIN 0001				
NET AMT					\$0.00
ACRN AA Funded Amount					\$927,646.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Iraq Oral History FFP The CLIN is administrative and is to provide funding for CLIN 0001				
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NET AMT					\$0.00
ACRN AB Funded Amount					\$160,322.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Iraq Oral History COST Base Period Travel IAW FAR 31.205-46 and JTFR/JTR. NOT TO EXCEED PURCHASE REQUEST NUMBER: HQ0038-5159-0003-000		Dollars, U.S.		
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ESTIMATED COST					\$35,000.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Iraq Oral History FFP The CLIN is administrative and is to provide funding for CLIN 0002				
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NET AMT					\$0.00
ACRN AB Funded Amount					\$35,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months	\$95,135.00	\$1,141,620.00
OPTION	Iraq Oral History FFP Record, produce and broadcast testimonies IAW SOW dated Aug 05 Option Period 1				
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NET AMT					\$1,141,620.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Dollars, U.S.		
OPTION	Iraq Oral History COST Travel IAW FAR 31.205-46 and JTFR/JTR. Option Period 1 Not To Exceed				
ESTIMATED COST					\$36,000.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months	\$99,896.00	\$1,198,752.00
OPTION	Iraq Oral History FFP Record, produce and broadcast testimonies IAW SOW dated Aug 05 Option Period 2				

NET AMT	\$1,198,752.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Dollars, U.S.		
OPTION	Iraq Oral History COST Travel IAW FAR 31.205-46 and JTFR/JTR. Option Period 2 Not To Exceed				

ESTIMATED COST	\$37,000.00
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Funded Amount	\$0.00
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FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 08-SEP-2005 TO 07-SEP-2006	N/A	OFFICE SECRETARY OF DEFENSE (b) (6) DOD - WASHINGTON HEADQUARTER SERVICES ROOM 3C345 PENTAGON WASHINGTON DC 20301 703-692-9971 FOB: Destination	HQ0038
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	POP 08-SEP-2005 TO 07-SEP-2006	N/A	OFFICE SECRETARY OF DEFENSE (b) (6) DOD - WASHINGTON HEADQUARTER SERVICES ROOM 3C345 PENTAGON WASHINGTON DC 20301 703-692-9971 FOB: Destination	HQ0038
000201	N/A	N/A	N/A	N/A
0003	POP 08-SEP-2006 TO 07-SEP-2007	N/A	OFFICE SECRETARY OF DEFENSE (b) (6) DOD - WASHINGTON HEADQUARTER SERVICES ROOM 3C345 PENTAGON WASHINGTON DC 20301 703-692-9971 FOB: Destination	HQ0038
0004	POP 08-SEP-2006 TO 07-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0038
0005	POP 08-SEP-2007 TO 07-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0038
0006	POP 08-SEP-2007 TO 07-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0038

ACCOUNTING AND APPROPRIATION DATA

AA: 9750100.112033012525S49447DSAC50378
AMOUNT: \$927,646.00

AB: 9750100.112025062525S49447DSAC50377
AMOUNT: \$195,322.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-17	Rights In Data-Special Works	JUN 1987
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005) ALTERNATE I (FEB 2000)

(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: (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.

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

✓ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

✓ (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).

✓ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

✓ (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).

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

✓ (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)).

___ (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.

___ (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)).

✓ (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).

___ (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 I (APR 2003) of 52.247-64.

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) 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 (May 1989), 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 **10 days**.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

POC & INVOICES

POC

(b) (6) email (b) (6) @osd.mil, 703-692-6675
Secretary of Defense, International Security Affairs

is the POC/ COR for the purposes of acceptance and inspection on the receiving report, DD250, Material Inspection and Receiving Report , or verifying that the services as requested on this order have been performed or the supplies or equipment have been received.

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.

Invoicing

Invoices will be accomplished by:

1. Submitted along with a completed DD Form 250, Material Inspection and Receiving Report in an original and five copies to the COR 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 COR/POC will process and forward the invoice/voucher within three working days as follows;
Original and three to the paying office as it appears on the contract and one copy to DCC-W (ATTN: RECORDS MANAGEMENT)

2. Submitted via Wide Area Workflow (WAWF), an automated system that allows vendors to electronically submit invoices and receiving reports; and the Government to inspect, accept, receive, and pay electronically. Information on WAWF is available at <https://wawf.eb.mil> Training is available at: www.wawftraining.com

SOO AUG 05

STATEMENT OF OBJECTIVES
IRAQ ORAL HISTORY

1.0 INTRODUCTION

The Contractor shall provide all personnel, supplies, materials, equipment, facilities and transportation necessary to provide record and broadcast witness testimonies in accordance with statement of objective herein. This requirement is for Office of the Under Secretary of Defense (Policy), Assistant Secretary of Defense, International Security Affairs.

2.0 BACKGROUND

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 with eye-witness testimonies. It is critical to future generations in Iraq that an archive of first-hand accounts by the survivors of Ba'athist atrocities be established. Applicable Documents (Video Projects on DVD): Testimonies: Iraqi Witnesses to the Saddam Era; Saddam's Killing Fields documentaries.

3.0 OBJECTIVE

The objective of this order is to establish and to broadcast a video record of witness testimonies 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 on Al-Iraqiya TV terrestrially and by satellite three times per week. The operational intent is to be apolitical; recording accounts of witnesses, collecting documents and relics.

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. Applicable Documents: (Video Projects on DVD) Testimonies: Iraqi Witnesses to the Saddam Era; Saddam's Killing Fields documentaries.

5.0 SPECIFIC REQUIREMENTS

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."

- 5.1 Record 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 weekly broadcast use. Produce at least one 10-minute documentary from each of these victim/witness testimonials. Interviews shall begin 10 days after award, with 25 interviews delivered 6 months after contract award and the balance, six months from the first delivery. These personal testimonies will powerfully impart the brutalities of the former regime to the public and scholars.
- 5.2 Contractor shall broadcast of these testimonies on Al-Iraqiya TV, both terrestrially and by satellite, three times per week each individual testimonies. Broadcasting shall begin six months after first completed interview.
- 5.3 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 10-

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.

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

5.5 Develop Work Plan. The contractor shall provide a written Work Plan to accomplish the subtasks within fifteen days of the delivery order's awarding.

5.6 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.

6.0 DELIVERABLES

The contractor team will provide strategic plans, and progress reports. The contractor will produce interviews and documentaries for Iraqi Audio-Visual archive. Deliverables will be considered accepted upon delivery. Deliverables include briefings, papers, technical analyses, reports, procedural guidance, and video tapes. The specific format required by each objective assignment will be determined by the COR. The acceptance standard for the deliverables is outlined in the Deliverables Performance Work Standard below. In response to this effort, the contractor will provide all specified data and reports either in hard copy or digital media formats, as specified by the COR.

Deliverables Performance Work Standard

Performance Objectives	Delivery Schedule	SOO Para	Format	Performance Standard	Monitoring Method	Incentives/Disincentives
Record 50 victim/witness testimonies	After completion of 25 interviews, approximately 6 months after contract award, then balance	5.1	digital media	100% for accuracy & timeliness	Random Sampling	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.
Broadcast testimonies on Al-Iraqiya TV	6 months after 1st interview	5.2	digital media	100% for accuracy & timeliness	Periodic	Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected negatively on contractor's past performance.
Strategic plans & progress reports.	Monthly	6.0	MS Word hard copy or digital media formats	100% for accuracy & timeliness	100% Inspection	Any deliverable that is not corrected to greater than 95% acceptance for accuracy and timeliness will be reflected

						negatively on contractor's past performance
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7.0 PERIOD OF PERFORMANCE AND CONTRACT TYPE

Contract shall be for 12 months for date of award and two 12 months option periods. Contract type is firm fixed price, with travel as a not to exceed.

8.0 TECHNICAL COGNIZANCE: (b) (6) Secretary of Defense, International Security Affairs. The COTR **does not** have the authority to change any of the terms and conditions of this order.

9.0 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 visits. Prior to any traveling POC must approve and shall be IAW FAR 31.205-46 and JTFR/JTR. Travel will be at a not-to-exceed of \$40,000 for each period of performance.

-- End Statement of Objectives--