



**DEPARTMENT OF DEFENSE  
OFFICE OF FREEDOM OF INFORMATION  
1155 DEFENSE PENTAGON  
WASHINGTON, DC 20301-1155**

NOV 20 2007

Ref: 08-F-0071

David E. McCraw  
Vice President & Assistant General Counsel  
The New York Times Company  
620 8<sup>th</sup> Avenue – 18<sup>th</sup> Floor  
New York, NY 10018

Dear Mr. McCraw:

This is the final response to your Freedom of Information Act request dated October 4, 2007, for a copy of the contract between the Department of Defense and Omnitech pertaining to the monitoring of what analysts stated in the media. The Office of the Assistant Secretary of Defense, Public Affairs conducted a search of their files and located the enclosed documents, totaling 33 pages, which are responsive to your request and appropriate for release without excision.

There are no assessable fees associated with this response. Inasmuch as this constitutes a full grant of your request, I am closing your file in this Office.

Sincerely,

A handwritten signature in cursive script that reads "Will Kammer".

Will Kammer  
Chief

Enclosures:  
As stated.

2. CONTRACT NO. GS-06F-0267Z  
 3. AWARD/EFFECTIVE DATE: 27-Sep-2004  
 4. ORDER NUMBER: HQ0028-04-F-0538  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE  
 7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME  
 b. TELEPHONE NUMBER (No Collect Calls)  
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: HQ0028 DEFENSE MEDIA CENTER  
 CAPITAL INVESTMENT DIRECTORATE  
 CONTRACTING OFFICE  
 1363 Z STREET, BLDG. 2730  
 MARCH ARB CA 92518  
 CODE: HQ0028

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 100 % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 541511  
 SIZE STANDARD: 21.0M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS: Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO: HQ0012 AMERICAN FORCES INFORMATION SERVICE  
 601 N FAIRFAX STREET  
 SUITE 311  
 ALEXANDRIA VA 22314-2007  
 CODE: HQ0012

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

17a. CONTRACTOR/OFFEROR: OMNITEC SOLUTIONS, INC  
 MORRIS L. BROWN JR.  
 6701 DEMOCRACY BLVD, SUITE 300  
 BETHESDA MD 20817  
 CODE: 1PN29  
 FACILITY CODE

18a. PAYMENT WILL BE MADE BY: HQ0105 DFAS INDPLS, VENDOR PAY  
 DFAS-BAASD/CC  
 P.O. BOX 369023  
 COLUMBUS OH 43236-9023

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  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA: See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$425,000.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *James Costantino*  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 31c. DATE SIGNED: 28-Sep-2004

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): JAMES COSTANTINO / CONTRACTING OFFICER  
 30c. DATE SIGNED  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): JAMES COSTANTINO / CONTRACTING OFFICER  
 TEL: (909) 413-2235  
 EMAIL: costajm@dodmedia.osd.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
------------------------	------------------------	-------------

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> )

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		264,480	Lump Sum	\$1.00	\$264,480.00 NTE

MEDIA ANALYSIS SYSTEM  
T&M

Description: PROVIDE WEB-BASED MEDIA ANALYSIS SYSTEM (SOFTWARE PACKAGE) AND PERSONNEL TO CUSTOMIZE THE SOFTWARE AS DESCRIBED IN PARAGRAPH 1.1 OF THE PERFORMANCE WORK STATEMENT.

COST BREAKDOWN

\$180,000.00-BIZ 360 SOFTWARE (Fixed Price)  
\$ 84,480.00-SENIOR SOFTWARE DEVELOPER  
\$264,480.00-TOTAL

FA1-541511 CUSTOM COMPUTER PROGRAMMING SERVICES

CONTRACTOR SHALL BE REIMBURSED AT THE HOURLY RATES SPECIFIED WITHIN THIS ORDER.

NSN: 999901PWS0289  
MILSTRIP: HQ002842682002  
PURCHASE REQUEST NUMBER: HQ002842688602  
PROJECT: 4P5

TOT ESTIMATED PRICE	\$264,480.00 NTE
CEILING PRICE	

ACRN AA Funded Amount

\$264,480.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		160,160	Lump Sum	\$1.00	\$160,160.00 NTE

MEDIA ANALYSIS AND REPORTING  
LH

NON-PERSONAL SERVICES: PROVIDE MEDIA ANALYSIS AND REPORTING SERVICES AS DESCRIBED IN PARAGRAPH 1.2 OF THE PERFORMANCE WORK STATEMENT.

COST BREAKDOWN

\$ 44,000.00-PROJECT MANAGER  
\$ 82,560.00-SENIOR APPLICATION SYSTEMS ANALYST  
\$ 33,600.00-TECHNICAL EDITOR  
\$160,160.00-TOTAL

FAI-541511 CUSTOM COMPUTER PROGRAMMING SERVICES

CONTRACTOR SHALL BE REIMBURSED AT THE HOURLY RATES SPECIFIED WITHIN THIS ORDER.

NSN: 999901PWS0289  
MILSTRIP: HQ002842682002  
PURCHASE REQUEST NUMBER: HQ002842688602  
PROJECT: 4P5

TOT ESTIMATED PRICE	\$160,160.00 NTE
CEILING PRICE	
ACRN AA Funded Amount	\$160,160.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TRAVEL EXPENSES FFP	360	Each	\$1.00	\$360.00 NTE

Description: TRAVEL EXPENSES, WHEN REQUIRED, AS DESCRIBED IN PARAGRAPH 3.6 AND 3.9 OF THE PERFORMANCE WORK STATEMENT.

FAI-541511 CUSTOM COMPUTER PROGRAMMING SERVICES

NSN: 999901PWS0289  
MILSTRIP: HQ002842682002  
PURCHASE REQUEST NUMBER: HQ002842688602  
PROJECT: 4P5

NET AMT

\$360.00

ACRN AA Funded Amount

\$360.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	26-DEC-2004	264,480	HQ0012 AMERICAN FORCES INFORMATION SERVI 601 N FAIRFAX STREET SUITE 311 ALEXANDRIA VA 22314-2007 FOB: Destination	HQ0012
0002	26-DEC-2004	160,160	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0012
0003	26-DEC-2004	360	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0012

ACCOUNTING AND APPROPRIATION DATA

AA: 9740100 4120 2067 2599 DIAM 40118 VALA97 012133  
AMOUNT: \$425,000.00

CONTRACT INFORMATION

This is a task order issued against contract number GS-06F-0267Z, which is a contract written by the General Services Administration. The Functional Area for this task order is FA1—Custom Computer Programming Services.

Hourly Billing Rates for Labor Categories Specified In Item 0001 and Item 0002

\$110.00 -- Project Manager  
\$ 88.00 -- Senior Software Developer  
\$ 86.00 -- Senior Applications Systems Analyst  
\$ 70.00 -- Technical Editor

Contracting Officer Representative (COR)

The COR is Mr. Harold Heilsnis. A separate letter will be issued by the Contracting Officer that outlines the areas of responsibility of the COR during contract performance.

Contracting Officer Information

James Costantino

E-mail Address: costajm@dodmedia.osd.mil  
(951) 413-2235 --Telephone Number  
(951) 413-2432 --Fax Number

Invoicing Information

Contractor shall submit invoices to the COR to the address indicated within the DELIVERY INFORMATION contained within this order.

PERFORMANCE WORK STATEMENT

"PWS-Media  
Analysis..doc"

**OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE  
(PUBLIC AFFAIRS)**

**PERFORMANCE WORK STATEMENT  
FOR  
WEB-BASED MEDIA ANALYSIS SYSTEM SUPPORT**

**INTRODUCTION**

The Assistant Secretary of Defense for Public Affairs (ASD (PA)) is the principal staff assistant and advisor to the Secretary and the Deputy Secretary of Defense for Department of Defense (DoD) news media relations and public communications. In support of this mission, the Office of the ASD (PA) (OASD (PA)) is responsible for conducting timely DoD news and information activities with national and international media representatives in the United States and around the world.

**1.0. SCOPE.**

1.1. MEDIA ANALYSIS SYSTEM (MAS). In support of this mission, the Deputy Assistant Secretary of Defense for Public Liaison (DASD (PL)) seeks to obtain a self-contained, complete, automated system that provides a 24x7-capable, web-based media analysis system capable of gaining an external view of and providing insight into the trends and patterns of media coverage of the DoD. The system shall provide for a software based, multi-faceted capability designed to conduct automated acquisition, collation and preliminary analysis of print, radio and television broadcast and Internet media coverage of the DoD based on criteria provided by the DASD (PL) on a continuing basis; and, the MAS and associated effort shall include the hardware, software, network integration, and the human effort and skills required for the design, development, procurement, installation/configuration/testing, management, operation, data analysis and management, and recommended future upgrades. In support of this, the MAS shall be capable of the following:

- The system shall include third-party content sources and media analysis and reporting software, web access functionality, navigation, and required scripting. The media analysis software suites and products will consist of commercial of the shelf (COTS) products and services.
- Comprehensive, interactive approach to the needs of OASD (PA) to ensure required messages, issues and other identified factors are tracked and analyzed.
- Provide for procedures and capability, based on criteria provided by the Director, Media Analysis, to obtain access to news media content sources to obtain the broadest possible array of reports and products upon which to base the initial analysis capability.
- Recommend the selection of desired, long-term media content sources to OASD (PA).



- Acquire long-term media content sources for use within the Media Analysis System.
- Ability to perform customized search and application functionality to provide dynamic search, storage and archive management.
- Provide for real-time and historical tracking reports that will identify overall media share; editorial media share; coverage in target publications and programs; number of mentions; desirability; depth, impact, impressions and distribution across different source types; and, as necessary, custom reports on required factors.
- Provide for real time progress and status briefings to OASD (PA) management on a daily, as required basis.

1.1.2. RECOMMEND FUTURE SYSTEM ENHANCEMENTS The contractor shall provide technical inputs to support the evolution of the Media Analysis System. Support will include but is not limited to:

- Review emerging DoD regulations, current system designs, audience feedback reports, failure analysis data and life cycle costs to establish areas of required upgrades.
- Investigate technology for furthering system integration and effectiveness.
- Research open systems architectures, ATM, and SONET technologies for applications to advance software and hardware capabilities of the automated media analysis system.
- Develop plans for phased upgrade implementation based on technology availability, prototype demonstrations, manufacturer and software developers lead-time, scheduling requirements security requirements and other constraints.

1.1.2 REDUNDANCIES The system shall include sufficient redundancies and capability so that the product of the MAS will not be compromised during peak demand periods or be compromised by single points of failure.

1.1.3 COMMERCIAL PRACTICES. All material and workmanship performed on this contract shall conform to best commercial practice.

1.2. MEDIA ANALYSIS AND REPORTING OPERATIONS. The Media Analysis and Reporting team shall consist of individuals with the current, professional qualifications in this field of endeavor to assist Pentagon spokespersons on research and development, acquisition and technology, or other major functional areas within the DoD public affairs mission. The team shall provide recommendations through submission of reports based on review of press clippings and other media sources. Senior officials and staff members will use these recommendations to develop information materials for release to the public through the news media.

1.2.1 Upon acceptance of the MAS, if completed prior to the end of the performance period, the Media Analysis and Reporting team shall monitor, operate, and provide analysis and summary reporting of the preliminary data produced by the system.

**2.0. DELIVERABLES.**

<b>MAS</b>	
<b>Item</b>	<b>Performance Period</b>
MAS- specified in 1.1 of PWS	90 Days After Contract Award

<b>Media Analysis and Reporting</b>		
<b>Item</b>	<b>Quantity</b>	<b>Date Required</b>
Status/Media Briefings	30	As Required
Technology Reports	Three	As Required
Monthly Report	One Per Month	Five Days After End of Month

**3.0 OTHER CONSIDERATIONS.**

3.1 OFFICE LOCATIONS The Offices and facilities of the ASD (PA) are located in both the Pentagon Building, Washington, DC and the American Forces Information Service (AFIS), 601 N. Fairfax Street, Alexandria, VA 22314. Operations under this contract are to be accomplished at both locations.

3.2 NORMAL HOURS OF OPERATION. The normal business hours of the ASD (PA) are from 7:00 a.m. to 6:00 p.m. Eastern Time. Normal workdays are Monday to Friday, eight and a half hours (8 ½ ) with a 30-minute meal break.

3.3 HOLIDAYS. The following days are Federal holidays on that the ASD(PA) operates on limited staffing: New Year's, President's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

3.4 PERSONNEL QUALIFICATIONS: The Contractor shall maintain on-site, sufficient, qualified personnel to ensure satisfactory contract performance. The Government reserves the right to require proof of experience and sufficient knowledge for all personnel assigned to this contract and resumes of personnel shall be approved by the Government prior to the addition of any such personnel to the contract. Personnel assigned to this contract shall be replaced immediately upon permanent departure or extended absence beyond normal sick days or vacation. Replacement personnel shall be pre-approved by the Contracting Officer

3.5 SECURITY. Contractor personnel must submit to and pass a security background check in order to be employed under this contract. Upon passing the security background check, a Pentagon Building Pass will be issued. This pass is required in order to perform the duties under this contract. Contract personnel may also be issued a local AFIS badge.

3.6 CONFERENCE ATTENDANCE. From time to time, the Government may determine that attendance at industry and Government conferences, workshops or exhibitions by Contractor personnel is required. On such occasions, the Government will make such requirement known in writing to the Contractor, which will be reimbursed for such travel

expenses consistent with then-current General Services Administration (GSA) policies and procedures.

3.7 MAINTENANCE PROCEDURES. Contractor personnel shall report damage or destruction of Government equipment, facilities or systems to the COR immediately. Upon survey, if determined the damage was the fault of the Contractor due to negligence, then restitution will be sought from the Contractor.

3.8 CONTRACTOR RESPONSIBILITY FOR SAFETY. The Contractor shall comply with all federal, state, and local safety standards, practices, and ordinances, and shall comply with all safety requirements set forth elsewhere herein. The Contractor shall report on-the-job injuries of contractor personnel immediately to the COR.

3.9 TRAVEL. Travel outside the National Capital Region will not normally be required. When movement of Contractor personnel is required within the National Capital Region, transportation will be provided. On occasion, limited travel may be required outside the National Capital Region. For travel outside the National Capital region, the Contractor will be reimbursed for such travel expenses consistent with the current General Services Administration (GSA) policies and procedures.

3.10 OPERATION OF GOVERNMENT VEHICLES. Contractor personnel are permitted, when required or advantageous to the Government, to operate Government owned vehicles in performance of duties within the scope of this contract. In order to do so, Contractor personnel must hold a valid drivers license issued by a U.S. state or the District of Columbia, and have required insurance as specified in paragraph 3.12 of the PWS.

3.11 KEYS/KEYCARDS. Contractor personnel may be issued keys, keycards and lock combinations as determined by the COR and Pentagon Channel management. Contractor personnel will use any key or keycard issued for the sole purpose of gaining access to facilities to perform tasks and projects required under this contract.

3.12 INSURANCE. Contractor shall provide the Government with a copy of their insurance certificate as required by FAR Clause 52.228-5, entitled "Insurance-Work on a Government Installation." The required overages are specified herein":

Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is hereby required.

(a) General Liability: Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence is hereby required.

(b) Automobile Liability: The Contractor shall submit proof of automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of

all automobiles used in connection with performing the contract. Coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is hereby required. The amount of liability coverage on other policies shall be commensurate with any legal requirement of the locality and sufficient to meet normal and customary claims.

The amounts of liability coverage listed above are minimum amounts only. The amount of coverage shall be commensurate with any statutory requirements of the locality and sufficient to meet any normal and customary claims.

#### **4.0 QUALITY ASSURANCE PROVISIONS**

4.1 TEST PLAN & PROCEDURES. The Contractor shall perform the acceptance test with Government personnel observing the results. The Contractor's Project Manager shall coordinate all tests to be performed. The Contractor shall coordinate test schedule with the COR five (5) working days prior to the proposed start of the test. One copy of the test results/report shall be furnished to the COR at the completion of the acceptance test, and one copy shall be forwarded to the Contracting Officer (CO) within 10 days after completion of the test.

4.2 INSTALLATION TEST PROCEDURES. System acceptance test procedures shall be prepared by the Contractor and submitted to the CO within 30 days prior to start of acceptance testing.

4.3 TEST REPORT. The test procedures shall be prepared in sufficient depth to demonstrate the full capability (functions and features) of the system with pass/fail criteria on all significant specifications. The procedure shall include a step-by-step process that will be used to test the system. Each test shall be described in detail explaining the purpose of the expected results. A written copy of the step-by-step test procedure shall be provided to the COR that enables the COR to follow the performance and record the results.

4.4 ACCEPTANCE TESTING. The Contractor shall provide all applicable equipment and personnel required to perform the acceptance test.

4.5 Nothing contained in this section shall be construed to prohibit the Government from conducting additional tests on the system to validate compliance with this Performance Work Statement or any part thereof.

4.6 REPORTS. Any report (Deliverables specified under paragraph 2.0) submitted that is not satisfactory shall be re-accomplished at no additional cost to the Government.

#### **5.0 WARRANTIES.**

5.1 The Contractor shall provide to the Government all standard commercial warranties normally provided by the original equipment manufacturer (OEM) for equipment and software installed in the system.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **2**

2. AMENDMENT/MODIFICATION NO. **P00011** 3. EFFECTIVE DATE **28-Feb-2006** 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **HQ0028** 7. ADMINISTERED BY (If other than item 6) CODE **See Item 6**  
 HQ0028 DEFENSE MEDIA CENTER  
 TELEVISION AUDIO SUPPORT ACTIVITY (DMC)  
 CONTRACTING OFFICE  
 23756 Z STREET  
 RIVERSIDE CA 92518-2031

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 OMNITEC SOLUTIONS, INC  
 MORRIS L. BROWN JR.  
 6701 DEMOCRACY BLVD, SUITE 300  
 BETHESDA MD 20817

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MOD. OF CONTRACT/ORDER NO. **HQ0028-04-F-0538**  
 10B. DATED (SEE ITEM 13) **27-Sep-2004**

CODE **1PN29** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  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)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Chapter 137 10 USC**  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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: **mjackson069**  
 Extend period of performance. See continuation page.

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) ARTIMAE SHEPHERD / CONTRACTING OFFICER TEL: (951) 413-2303 EMAIL: shepha@dodmedia.osd.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Artimae Shepherd</i> (Signature of Contracting Officer)	16C. DATE SIGNED 28-Feb-2006

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

- A. The purpose of this modification is to extend the period of performance through 31 March 2006.
- B. As a result of this one-month extension, the total cost of this delivery order is increased by \$43,868.53 from \$884,342.65 to \$928,211.18.
- C. The period of performance for CLIN 0006 is extended one additional month through 31 March 2006. The subclins are changed as follows:

## SUBCLIN 0006AA

The pricing detail quantity has increased by 5.00 from 25.00 to 30.00.

The total cost of this line item has increased by \$569.25 from \$2,846.25 to \$3,415.50.

## SUBCLIN 0006AB

The pricing detail quantity has increased by 328.00 from 1,640.00 to 1,968.00.

The total cost of this line item has increased by \$29,195.28 from \$145,976.40 to \$175,171.68.

## SUBCLIN 0006AC

The pricing detail quantity has increased by 164.00 from 820.00 to 984.00.

The total cost of this line item has increased by \$14,104.00 from \$70,520.00 to \$84,624.00.

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$43,868.53 from \$884,342.65 to \$928,211.18.

## SUBCLIN 0006AA:

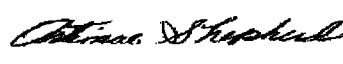
AE: 9760100.4101 4170 2599 012133 VALA97 DIAC61033 MIPR: DIAC61033 was increased by \$569.25 from \$2,846.25 to \$3,415.50

## SUBCLIN 0006AB:

AE: 9760100.4101 4170 2599 012133 VALA97 DIAC61033 MIPR: DIAC61033 was increased by \$29,195.28 from \$145,976.40 to \$175,171.68

## SUBCLIN 0006AC:

AE: 9760100.4101 4170 2599 012133 VALA97 DIAC61033 MIPR: DIAC61033 was increased by \$14,104.00 from \$70,520.00 to \$84,624.00

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQ002800418802		PAGE 1 OF 20	
2. CONTRACT NO. HQ0028-06-C-0012		3. AWARD/EFFECTIVE DATE 16-Mar-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0028-06-R-0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARILYN JACKSON		b. TELEPHONE NUMBER (No Collect Calls) 951-413-2378		6. SOLICITATION ISSUE DATE 28-Feb-2006	
9. ISSUED BY HQ0028 DEFENSE MEDIA CENTER TELEVISION AUDIO SUPPORT ACTIVITY (DMC) CONTRACTING OFFICE 23755 Z STREET RIVERSIDE CA 92518-2031		CODE HQ0028		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541910 SIZE STANDARD: \$6.5 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING C9E 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
7. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Mar 2006		12. DISCOUNT TERMS Net 30 Days		15. DELIVER TO CODE		16. ADMINISTERED BY CODE	
SEE SCHEDULE		SEE SCHEDULE		SEE ITEM 9		SEE ITEM 9	
17a. CONTRACTOR/OFFEROR OMNITEC SOLUTIONS, INC MORRIS L. BROWN JR. 6701 DEMOCRACY BLVD, SUITE 300 BETHESDA MD 20817		CODE 1PN29		18a. PAYMENT WILL BE MADE BY HQ0347 DEFENSE AGENCIES FINANCIAL SERVIC ATTN: DAFS VENDOR PAY 8899 E 56TH STREET INDIANAPOLIS IN 46249-1500		CODE HQ0347	
TEL. (301) 896-9704		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$483,305.60 EST	
<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 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.				29. AWARD OF CONTRACT REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 16-Mar-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ARTINAE SHEPHERD / CONTRACTING OFFICER TEL: (951) 413-2303 EMAIL: shepha@dodmedia.osd.mil			

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 20
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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Each	\$39,140.80	\$469,689.60

Media Analysis  
 FFP  
 Provide Web-Based Media Analysis Support for the Assistant Secretary of Defense for Public Affairs (ASD(PA) In Accordance With the Performance Work Statement, Paragraphs 2.0 and 3.0 and all Related Subparagraphs.  
 Unit of Issue is Month

FOB: Destination  
 NSN: 9999-01-PWS-0326  
 MILSTRIP: HQ001260409010  
 PURCHASE REQUEST NUMBER: HQ002860418602  
 PROJECT: 6P1 LI: 2

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NET AMT \$469,689.60

ACRN AA \$469,689.60  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		50	Hours	\$122.32	\$6,116.00 EST

Overtime/Holiday Pay Basic Period  
 FFP  
 Reimbursement for overtime and holidays in accordance with the Performance Work Statement, paragraphs 5.2 and 5.3.  
 FOB: Destination

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NET AMT \$6,116.00 (EST.)

ACRN AA \$6,116.00  
 CIN: 00000000000000000000000000000000

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		7,500	Each	\$1.00	\$7,500.00 EST

Travel  
 FFP  
 Reimbursement for travel in accordance with Performance Work Statement,  
 paragraph 5.9  
 FOB: Destination

---

NET AMT \$7,500.00 (EST.)

ACRN AA \$7,500.00  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Each	\$40,315.02	\$483,780.24

OPTION Media Analysis Option One  
 FFP  
 Provide Web-Based Media Analysis Support for the Assistant Secretary of Defense  
 for Public Affairs (ASD(PA) In Accordance With the Performance Work  
 Statement, Paragraphs 2.0 and 3.0 and all Related Subparagraphs.  
 Unit of Issue is Month  
 FOB: Destination

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NET AMT \$483,780.24

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		50	Hours	\$125.99	\$6,299.50 EST

OPTION Overtime/Holiday Pay Option One  
 FFP  
 Reimbursement for overtime and holidays in accordance with the Performance Work Statement, paragraphs 5.2 and 5.3.  
 FOB: Destination

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NET AMT \$6,299.50 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Each		\$ EST

OPTION Travel Option One  
 FFP  
 Reimbursement for travel in accordance with Performance Work Statement, paragraph 5.9  
 FOB: Destination

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NET AMT \$ (EST.)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		12	Each	\$41,524.47	\$498,293.64

OPTION Media Analysis Option Two  
 FFP  
 Provide Web-Based Media Analysis Support for the Assistant Secretary of Defense for Public Affairs (ASD(PA) In Accordance With the Performance Work Statement, Paragraphs 2.0 and 3.0 and all Related Subparagraphs.  
 Unit of Issue is Month  
 FOB: Destination

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NET AMT	\$498,293.64
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		50	Hours	\$129.77	\$6,488.50 EST

OPTION Overtime/Holiday Pay Option Two  
 FFP  
 Reimbursement for overtime and holidays in accordance with the Performance Work Statement, paragraphs 5.2 and 5.3.  
 FOB: Destination

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NET AMT	\$6,488.50 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Each		\$ EST

OPTION Travel Option Two  
 FFP  
 Reimbursement for travel in accordance with Performance Work Statement,  
 paragraph 5.9  
 FOB: Destination

NET AMT

S (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		12	Each	\$42,770.21	\$513,242.52

OPTION Media Analysis Option Three  
 FFP  
 Provide Web-Based Media Analysis Support for the Assistant Secretary of Defense  
 for Public Affairs (ASD(PA) In Accordance With the Performance Work  
 Statement, Paragraphs 2.0 and 3.0 and all Related Subparagraphs.  
 Unit of Issue is Month

FCB: Destination

NET AMT

\$513,242.52

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		50	Hours	\$133.66	\$6,683.00 EST

OPTION Overtime/Holiday Pay Option Three  
 FFP  
 Reimbursement for overtime and holidays in accordance with the Performance  
 Work Statement, paragraphs 5.2 and 5.3.  
 FOB: Destination

NET AMT

\$6,683.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012			Each		\$ EST

OPTION Travel Option Three  
 FFP  
 Reimbursement for travel in accordance with Performance Work Statement,  
 paragraph 5.9  
 FCB: Destination

NET AMT

\$(EST.)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		12	Each	\$44,053.31	\$528,639.72

OPTION Media Analysis Option Four  
 FFP  
 Provide Web-Based Media Analysis Support for the Assistant Secretary of Defense for Public Affairs (ASD(PA) In Accordance With the Performance Work Statement, Paragraphs 2.0 and 3.0 and all Related Subparagraphs.  
 Unit of Issue is Month  
 FOB: Destination

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NET AMT	\$528,639.72
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		50	Hours	\$137.67	\$6,883.50 EST

OPTION Overtime/Holiday Pay Option Four  
 FFP  
 Reimbursement for overtime and holidays in accordance with the Performance Work Statement, paragraphs 5.2 and 5.3.  
 FOB: Destination

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NET AMT	\$6,883.50 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015			Each		\$ EST

OPTION Travel Option Four  
 FFP  
 Reimbursement for travel in accordance with Performance Work Statement,  
 paragraph 5.9  
 FOB: Destination

NET AMT

\$ (EST.)

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2006 TO 31-MAR-2007	N/A	N/A FOB: Destination	
0002	POP 01-APR-2006 TO 31-MAR-2007	N/A	N/A FOB: Destination	
0003	POP 01-APR-2006 TO 31-MAR-2007	N/A	N/A FOB: Destination	
0004	POP 01-APR-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
0005	POP 01-APR-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
0006	POP 01-APR-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
0007	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0008	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0009	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0010	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	



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0011	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination
0012	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination
0013	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0014	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0015	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination

## ACCOUNTING AND APPROPRIATION DATA

AA: 9760100.4101 4170 2599 012133 VALA97 DIAC61033 MIPR: DIAC61033  
 AMOUNT: \$483,305.60  
 CIN 00000000000000000000000000000000: \$483,305.60

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-9	Use And Charges	AUG 2005
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7006	Billing Instructions	OCT 2005

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252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 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).

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

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

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(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 (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) 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 calendar days (insert the period of time within which the Contracting Officer may exercise the option).

(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 calendar days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days (60 days unless a different number of days is inserted) 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 five years, six months.

(End of clause)

#### 52.232-15 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2006. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond 30 September 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARA.HTM>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 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 (JUL 2005) (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).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
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)

## 252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

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U.S. Small Business Administration  
Washington D.C. District Office  
Washington, D.C. 20005-3544

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

#### PERFORMANCE WORK STATEMENT

## PERFORMANCE WORK STATEMENT FOR MEDIA ANALYSIS SUPPORT

### 1.0 INTRODUCTION

1.1 The Assistant Secretary of Defense for Public Affairs (ASD (PA)) is the principal staff assistant and advisor to the Secretary and the Deputy Secretary of Defense for Department of Defense (DoD) news media relations and public communications. In support of this mission, the Office of the ASD (PA) (OASD (PA)) is responsible for conducting timely DoD news and information activities with national and international media representatives in the United States and around the world, consistent with the DoD Principles of Information (<http://www.defenselink.mil/admin/prininfo.html>).

1.2 In further support of the mission, there is a need for Public Affairs Research and Analysis that provides OSD(PA) and DoD leadership with information that may be used either to provide context about, or to make decisions on, topics covered by various forms of media. This research and analysis is derived primarily from publicly available sources, such as print newspapers, television, radio, online news sources, blogs, and public opinion polls.

### 2.0 SCOPE OF WORK

2.1 PUBLIC AFFAIRS RESEARCH AND ANALYSIS (PARA). The Deputy Assistant Secretary of Defense for Public Liaison (DASD (PL)) has established a mandate for a variety of products that will give senior leaders in OSD(PA) and the Department of Defense: 1) greater awareness of developing trends in the media's coverage of

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DoD related events and policies; 2) alerts to news that is growing from small localized coverage or blogs into national and international media coverage; 3) analysis of how the coverage reflects or fails to reflect the DoD's stated policies or views (as expressed by its spokespeople and other representatives); 4) historical perspective on how media coverage of issues has evolved over time; 5) compilations of data (e.g., how many news reports on given topics within a certain time period); and 6) locating specific news articles or broadcasts and providing copies thereof. The products may range in length from short email messages to multi-page reports. Some of these products may have the benefit of advance notice and planning while others may be requested on very short notice and with tight deadlines.

2.2 The following is an illustrative (but not comprehensive) listing of products:

- A compilation/analysis of coverage received by former DoD personnel now serving as military analysts to news organizations.
- A compilation of the media coverage generated by reporters accompanying senior defense officials on official travel abroad.
- A review of recent public opinion polls regarding U.S. military operations.
- An analysis of the blog coverage on issues of the day.

2.3 These products are composed using a variety of online research tools in combination with word processing and graphics software. The online research tools may be free of cost (e.g., "Google News"), paid subscription-based tools (e.g., Nexis/Lexis, Factiva, TV Eyes, or Video Monitoring Service), and/or specially designed software that would automatically compile statistical data on the number of mentions of a given topic in the news, with breakdowns by various forms of media (e.g., Biz360, Intelliseek, and others). Such tools might incorporate other subscription services (e.g., the data from Factiva might be part of the "feed" into the overall system, along with other data providers). All hardware, software, and network integration required in the performance of this contract will be provided by the government.

2.4 Media Analysis personnel are required in order to accomplish this mission. Using all available tools, the media analysts conduct research to gather data, assess the information, interpret the results, and write reports intended to meet one-of-a-kind requests or fill a recurring need (an example of the former might be an assessment of the media coverage afforded the national security content in the President's State of the Union address; an example of the latter might be a bi-weekly review of the amount and type of coverage received by the DoD's "America Supports You" program.) Reports will range in length from one to multiple pages, depending on the specific requirements. For example, "Data Depot" is a weekly, one-page, multi-topic report while "BlogLog" is of indeterminate length as dictated by the amount of coverage found during the research phase. Longer reports will include summaries that would allow readers to glean the essence of the analysis without reading the entire report. Analyses shall be factual, well-written, free of grammatical errors or misspellings, and free from explicit partisan content. Writing shall meet college Bachelor of Arts degree standards for English grammar, spelling, and composition.

### 3.0 PERSONNEL QUALIFICATIONS

3.1 The contractor shall maintain sufficient on-site qualified personnel required to ensure satisfactory contract performance. The Contracting Officer reserves the right to require proof of experience and sufficient knowledge for all personnel assigned to this contract. Personnel assigned to this contract shall be replaced immediately upon permanent departure or extended absence beyond normal sick days or vacation. Replacement personnel shall be pre-approved by the Contracting Officer. The government's best estimate as to the number of personnel required to successfully perform this effort is three (3) Media Analysis personnel.

3.2 The Media Analysis personnel provided in support of this contract shall:

- Develop and maintain proficiency in the research and analytical software tools available.

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- Display advanced skills in applying the software to anticipatory, ongoing, and last-minute research and analysis. The skill level is sufficient to determine top line trends, sub-trends, and to write reports or make verbal presentations of varying lengths that are concise, correct, clear, and cogent.
- Display an ability to conduct media analysis, i.e., analyzing, synthesizing, and reporting in varying formats on how foreign and domestic media outlets report on matters related to the work of the Department of Defense.
- Develop a basic working knowledge of the structure, functions, and major policies of the Department of Defense as articulated by the Secretary and other senior officials and spokespersons.
- Observe the highest standards of ethical conduct, customer service, and respect for the diversity of the workplace.
- Display an ability to work well under deadline pressure, both as an individual and as a member of a research/analysis work group.

3.3 A typical work day will consist of reading general background materials that provide information about the media's focus (e.g., the internally produced Early Bird and Radio/TV Dialog) and a variety of external news sources (print, online, radio, and television), searching for, reading, and analyzing material on specific topics in preparation for writing reports (e.g., polling data, blogs, media reports, etc.), making assessments of the material, discussing how the tasks of the day will be shared, writing and presenting draft reports, revising reports, locating news articles at the request of the OSD(PA) Front Office and its representatives (e.g., the military assistants), and considering and recommending changes/improvements to existing procedures for research and analysis.

3.4 Media Analysis/Research personnel provided in support of this contract shall have at least four years of verifiable experience in the fields of media analysis, communications, international affairs, market research, or related areas. This experience can be a combination of study and work experience. A degree at the Bachelor of Arts level is required with emphasis in at least one of these areas. The contractor is required to submit résumés for each employee, along with at least three samples of work products related to media analysis or market research, for review and approval by the government. Writing shall meet college Bachelor of Arts standards for English grammar, spelling, and composition.

#### 4.0 GOVERNMENT FURNISHED ITEMS

Government Furnished Equipment (GFE) and Government Furnished Property (GFP) includes workspace, systems furniture, laptop computers with attendant software packages for word processing, email, media analysis, etc., computer support, and other GFE customarily found in a professional office environment (such as telephones, facsimile machines, Blackberries, and photocopiers). Note: Laptop computers will be available for off-site use by the contractor, when needed. The Directorate for Administration and Management, OSD (PA), requires the same documentation and responsibility for such equipment as it does for government employees.

#### 5.0 OTHER CONSIDERATIONS

5.1 OFFICE LOCATIONS. The Offices and facilities of the ASD (PA) are located in both the Pentagon Building, Washington, DC and the American Forces Information Service (AFIS), 601 N. Fairfax Street, Alexandria, VA. Operations under this contract are to be accomplished at the Pentagon. In the event of an emergency, operations may be moved to Alexandria or other location.

5.2 NORMAL HOURS OF OPERATION. The contract workforce is to stagger its hours to cover the normal hours of operation for the ASD (PA). The normal business hours of the ASD (PA) are from 8:00 a.m. to 6:00 p.m. Eastern Time. Normal workdays are Monday to Friday. On occasion, contract personnel may be asked to work outside these hours to meet deadlines. Overtime will be reimbursed separately.

5.3 HOLIDAYS. The following days are Federal holidays on that the ASD(PA) operates on limited staffing: New Year's Day, President's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas. Contract personnel are not customarily expected to

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work on holidays, but holiday work is possible, subject to advance scheduling with the contractor. If holiday work is scheduled, reimbursement will be made at the contractor's rate for holiday pay.

**5.4 SECURITY.** Contractor personnel must submit to and pass a security background check in order to be employed under this contract. Upon passing the security background check, a Pentagon Building Pass will be issued. This pass is required in order to perform the duties under this contract. Contract personnel may also be issued a local AFIS badge.

**5.5 RESPONSIBILITY FOR GFE, FACILITIES, OR SYSTEMS.** Contractor personnel shall report damage or destruction of government equipment, facilities or systems to the Contracting Officer's Representative (COR) immediately. Upon survey, if determined the damage was the fault of the contractor due to negligence, then restitution will be sought from the contractor.

**5.6 CONTRACTOR RESPONSIBILITY FOR SAFETY.** The contractor shall comply with all federal, state, and local safety standards, practices, and ordinances, and shall comply with all safety requirements set forth elsewhere herein. The contractor shall report on-the-job injuries of contractor personnel immediately to the COR.

**5.7 CONFERENCE ATTENDANCE.** From time to time, the government may determine that attendance at industry and government conferences, workshops or exhibitions by contractor personnel is required. On such occasions, the government will make such requirement known in writing to the contractor. Reimbursement for travel expenses will be consistent with then-current General Services Administration (GSA) policies and procedures.

**5.8 TRAINING FOR CONTRACTOR PERSONNEL.** Training for contractor personnel on new equipment or software programs purchased by the government will be provided as approved by the COR. However, this does not relieve the contractor from the responsibility of ensuring that an adequately trained technical staff is available at all times. If such training requires travel on the part of the contractor employees, reimbursement for travel expenses will be in accordance with then-current General Services Administration (GSA) policies and procedures.

**5.9 TRAVEL.** Travel outside the National Capital Region will not normally be required. When movement of contractor personnel is required within the National Capital Region, transportation will be provided. On occasion, limited travel may be required outside the National Capital Region. For travel outside the National Capital region, the contractor will be reimbursed for such travel expenses consistent with the current General Services Administration (GSA) policies and procedures.

**5.10 OPERATION OF GOVERNMENT VEHICLES.** Contractor personnel are permitted, when required or advantageous to the government, to operate government owned vehicles in performance of duties within the scope of this contract. In order to do so, contractor personnel must hold a valid drivers license issued by a U.S. state or the District of Columbia

**5.11 KEYS/KEYCARDS.** Contractor personnel may be issued keys, keycards and lock combinations as determined by the COR. Contractor personnel will use any key or keycard issued for the sole purpose of gaining access to facilities to perform tasks and projects required under this contract.

**5.12 CONTROL OF EXPENDABLES.** Contractor personnel shall use government furnished expendables such as paper, pens, pencils, computer disks, etc. only for the purpose of accomplishing assigned and authorized tasks.

**5.13 INSURANCE.** The contractor shall provide the government with a copy of their insurance certificate as required by FAR Clause 52.228-5, entitled "Insurance-Work on a Government Installation." The required coverages are specified herein:

**Worker's Compensation and Employer's Liability:** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under employer's liability section of the insurance policy, except when



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contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is hereby required.

(a) **General Liability:** Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence is hereby required.

(b) **Automobile Liability:** The contractor shall submit proof of automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is hereby required. The amount of liability coverage on other policies shall be commensurate with any legal requirement of the locality and sufficient to meet normal and customary claims.

The amounts of liability coverage listed above are minimum amounts only. The amount of coverage shall be commensurate with any statutory requirements of the locality and sufficient to meet any normal and customary claims.

## **6.0 MANAGEMENT REQUIREMENTS**

6.1 **CONTRACT MANAGER.** The contractor shall designate one of the contract employees, who shall serve as an on-site contract manager. This individual shall be responsible for the performance of the work and shall be the COR's point of contact. The name of this person, and an alternate, shall be designated in writing to the contracting officer.

6.2 **MANAGEMENT REVIEW CONFERENCES.** The contractor shall attend periodic management review conferences with ASD (PA) staff and the Contracting Office. It is anticipated that these conferences will be scheduled annually for a duration of half a day. The conferences will be held in the Washington D.C. area. Anticipated discussion areas include how well the contractor is performing, the extent of top management involvement, any problems in working relationships, etc. Costs incurred by the contractor for these conferences shall be absorbed by the contractor as part of the contractor's expenses in the performance of the contract.

## QASP

### **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) MEDIA ANALYSIS SUPPORT**

#### **Part 1 - Introduction**

1.1 This Quality Assurance Surveillance Plan (QASP) is designed to aid the Contracting Officer's Representative (COR), acting as a Quality Assurance Evaluator (QAE), in providing effective and systematic surveillance of the contractor's performance of the required services contained in solicitation HQ0028-06-R-0011.

1.2 The objective of this surveillance plan is to evaluate the Contractor's performance in key areas. Primary interest is in the timeliness, content, and coordination resulting in the quality of the Contractor's final product. Consistent with established Office of the Secretary of Defense for Public Affairs (OASD-PA) practices, products are reviewed and inspected at several stages of development.

1.3 Determination of the adequacy of the Contractor's performance shall be based on critical factors as described below. The contractor shall be responsible for fully successful performance of the services and products delivered under the contract. The Government will deduct from the contractor's fee for services provided at less than Fully

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Successful with the requirements as stated in Part 3 below. The Government may elect to pursue formal contract remedies if the Contractor's performance falls below the Fully Successful level in one or more areas.

## Part 2 - General Surveillance Procedures

2.1 The Contracting Officer's Representative (COR) will document each assigned surveillance on the checklist prescribed for the applicable part of this plan.

2.2 Completed checklists will be compiled on a monthly basis by the COR and forwarded to the contracting officer.

2.3 Acceptability of the contractor shall be based on the Fully Successful levels listed below. If the Contractor's performance in any surveyed area does not meet the Fully Successful level cited in the checklist, the COR shall record the shortcoming on the applicable checklist and obtain the initials of the Contractor's representative. This checklist shall be forwarded to the Contracting Officer within five working days after the last day of the respective month and a reduction of ½% of the contractor's invoice for that month's payment will be withheld.

## Part 3 - Surveillance Plan

### 3.1 Timeliness of Reports

Method of Surveillance: Review by COR.

Criteria for Acceptance: Reports are produced by required deadlines 98% of the time.

### 3.2 Essential information is presented in a clear, concise, and accurate manner

Method of Surveillance: Review by COR.

Criteria for Acceptance: Assembled data is analyzed, interpreted, and presented clearly, concisely, and accurately, in an acceptable format, and without the need for revision.

### 3.3 Writing meets college Bachelor of Arts standards for English grammar, spelling, and composition.

Method of Surveillance: Review by COR.

Criteria for Acceptance: All submitted reports meet college Bachelor of Arts standards for English grammar, spelling, and composition without the need for revision.

### 3.4 Contract employees demonstrate flexibility in adjusting to quickly changing requirements.

Method of Surveillance: Review by COR.

Criteria for Acceptance: Contract employees are able to adjust to last-minute revisions in requests or deadlines.