

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER 11PR-OFS-152	PAGE OF 1 30
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2. CONTRACT NO. GS-35F-00745	3. AWARD/ EFFECTIVE DATE 06/16/2011	4. ORDER NUMBER TOFS-11-G-0008	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME ELIZABETH COLORADO	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220	CODE TDP	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220	CODE OFS	16. ADMINISTERED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220	CODE OFS
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17a. CONTRACTOR/ OFFEROR WINVALE GROUP LLC (THE) 1012 14TH STREET NW FIFTH FLOOR WASHINGTON DC 20005-3406	CODE 141213871	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ARC/ASD/TDP ARC/ASD/TDP, AVERY 3G P.O. BOX 1328 TDP@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	CODE ARC/ASD/TDP
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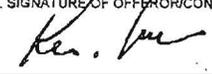
TELEPHONE NO.  17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Anti Fraud Subscription Services. The contractor will provide an online trademark/brand protection and monitoring tool to protect up to five separate brands via a secure online workflow portal. Reference Solicitation No. TOFS-11-S-0010. Accounting Info: OFS0128SE11XX-2011-610001-OFS1231160-2524-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 06/16/2011 to 06/15/2014 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$221,743.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 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.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (Type or print) Kerr	30c. DATE SIGNED 6/16/11	31b. NAME OF CONTRACTING OFFICER (Type or print) DAVID I. GILL	31c. DATE SIGNED 6/17/11

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Base Year: Anti-Fraud Protection and Monitoring Services. Firm fixed price. POP: 6/16/2011 - 6/15/2012				221,743.00
0002	Option Year 1: Anti-Fraud Protection and Monitoring Services. Firm fixed price. POP: 6/16/2012 - 6/15/2013  Amount: \$216,202.00 (Option Line Item) 06/16/2012				0.00
0003	Option Year 2: Anti-Fraud Protection and Monitoring Services. Firm fixed price. POP: 6/16/2013 - 6/15/2014  Amount: \$210,655.91 (Option Line Item) 06/16/2013  The total amount of award: \$648,600.91. The obligation for this award is shown in box 26.				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D (YY/MM/DD)      42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

**Anti-Fraud Protection and Monitoring Subscription Services**

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## SECTION I

### SCOPE OF WORK

#### Anti-Fraud Protection and Monitoring Subscription Services

##### 1.0 Background

Treasury has awarded a Delivery Order for one Base Year and two Option Years, to be exercised at the discretion of the government. This is a a firm, fixed price Delivery Order.

##### 2.0 Deliverables

The secure online workflow portal will have the following specifications:

1. **Website searching capabilities**, including analysis and retrieval of websites' unauthorized trademark use, sales activity, and domain name abuse related to the U.S. Treasury Housing program services. The tool shall have the ability to prioritize particularly egregious sites based on client-provided criteria and/or those with the highest consumer traffic. This product also must facilitate enforcement of the Treasury trademarks and brands, including via custom cease and desist letters, notifications to search engines, registrants and internet service providers.
2. **Multiple Iterations Coverage**: the ability to monitor up to five (5) iterations of a particular branded subject (including, but not limited to, services, trademarks, copyrights, products, and branded phrases) and scan it across all modes of inquiry.
3. **Search Engine (sponsored/paid advertisements) monitoring**, including the ability to search major search engines for unauthorized third party keyword purchases of client trademarks and brands. This product also must facilitate enforcement of the Treasury trademarks and brands via cease and desist letters and other notifications to search engines, registrants, internet service providers and other third parties.
4. **Online auction and e-commerce monitoring**: the ability to monitor the U.S. Treasury's trademarks and brands appearing in online auctions, business-to-business / business-to-consumer exchanges, and eCommerce sites (such as eBay or Craigslist) where the services in question are offered in an unauthorized manner.
5. **Email advertisements coverage**: the ability to monitor more than 10M emails and website addresses (Uniform Resource Locators) in order to identify and trade potentially fraudulent commercial advertising communications, as well as the ability to notify internet email services, registrars of website domains and internet providers, of apparent violations.

6. **Expert and Strategic Analysis and Partnering** to make rapid, triaged decisions and recommendations with respect to ongoing unauthorized use of the Treasury's intellectual property to prioritize enforcement.

### **3.0 Conflicts Of Interest**

The Contractor recognizes that, in performing this Order, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontractors' employees ("Contractor") will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of the Order for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department (Treasury) under this contract in a secure location with access limited to only those personnel with a "need to know."

### **4.0 Place of Performance**

All work under this Delivery Order shall be performed at the offeror's facilities .

### **5.0 Government-Furnished Property:**

The Contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement. Under certain circumstances, some equipment, support software, computer time, and facilities may be provided by the U.S. Government.

### **6.0 Security and Confidentiality**

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### **6.1 Non-Disclosure Requirements**

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to documents or data provided by Treasury during the performance of their duties under the Delivery Order shall execute a Non-Disclosure Agreement and return it to the Contracting Officer before being given access to such information or documents. The Contractor shall use Attachment 3 of this Delivery Order to comply with this requirement

## 6.2 Contractor Personnel Security

### 6.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

The Contractor shall ensure that all applicable personnel working on this Delivery Order, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this DELIVERY ORDER until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
  - a) Completed fingerprint cards;
  - b) Non-disclosure Agreement;
  - c) Fair Credit Reporting Act Release; and
  - d) SF 85-P, "Questionnaire for Public Trust Positions".
- 3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- 4) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this Delivery Order: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLC investigation requirement".

## 7.0 Monthly Contract Status Report

The Contractor shall report each month, current with submission of its invoice, the status for all task orders as of the end of the previous month. Such report shall describe, but is not limited to the:

- Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- Current Contractor personnel engaged, including management of Contractor and subcontractor on-boarding and exiting processes based on Treasury procedures, including any required background investigations;
- Subcontracts, including socioeconomic category of each subcontractor and dollar value of each subcontract;
- Any Delivery Order issues; and
- Monthly transactions and accomplishments.

Refer to the Monthly Status Report template, Attachment 5.

## **8.0 Labor Rates**

Not Used

## **9.0 FAR 52.227-14: Rights in Data—General (DEC 2007)**

(a) *Definitions.* As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

### (1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

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

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include

information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g) (3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine

maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to

cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

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

## **10.0 Public-Release Delivery Order Version Requirement**

The Contractor agrees to submit, within ten business (10) days from the date the Delivery Order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed Delivery Order or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Treasury. The Contractor agrees to provide a detailed written statement

specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed Delivery Order may be properly withheld.

### **11.0 Cooperation in Investigations and Legal Actions**

Contractor agrees to cooperate to the fullest extent of the law in any investigations or legal proceedings to which the United States Department of the Treasury is a party, or is substantially involved in, in which the Contractor's products or services may have been used to support or provide evidentiary findings. This clause shall survive the termination of this agreement.

### **12.0 Data First Produced in Performance of the Contract**

- (a) The data first produced in the performance of this contract is necessary for the prevention of fraud and for law enforcement purposes. Notwithstanding any other provision of this Contract, the Contractor may not make any use of data first produced in the performance of this contract, including "sanitized" versions of such data without the express, written consent of the Contracting Officer for any purpose including, but not limited to, the use of such data in academic, technical or professional journals, symposia proceedings, or similar works.
- (b) The data first produced in this contract shall be deemed confidential, proprietary and shall not be released in any form, except as required by law or directed by a court. In the event the release of the data may be required, the Contractor shall provide the Contracting Officer with timely notification so that the Government has the opportunity to object and attempt to prevent the release of the data. .

### **13.0 Contractor Publicity**

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial

advertising, without first obtaining explicit written consent to do so from the Contracting Officer”.

#### **14.0 Contractor’s Proposal**

The contractor’s quotation dated June 6, 2011 is incorporated by reference into this Delivery Order. In the event that any language in the contractor’s quotation is inconsistent with the terms of this Delivery Order, the terms of this Delivery Order will take precedence.

**SECTION II  
SCHEDULE OF SERVICES AND PRICES**

<b>REQUIREMENT:</b>	<b>Cost per Year:</b>
Website searching capability	\$
Multiple iterations coverage	\$
Search Engine (Sponsored/Paid Advertisements)	\$
Online auction and e-commerce monitoring	\$
Email advertisements coverage	\$
Expert and Strategic Analysis and Partnering	\$
<b>TOTAL BASE YEAR PRICE, FFP:</b>	<b>\$221,743.00</b>

<b>REQUIREMENT:</b>	<b>Cost per Year:</b>
Website searching capability	\$
Multiple iterations coverage	\$
Search Engine (Sponsored/Paid Advertisements)	\$
Online auction and e-commerce monitoring	\$
Email advertisements coverage	\$
Expert and Strategic Analysis and Partnering	\$
<b>TOTAL OPTION YEAR 1 PRICE, FFP:</b>	<b>\$216,202.00</b>

<b>REQUIREMENT:</b>	<b>Cost per Year:</b>
Website searching capability	\$
Multiple iterations coverage	\$
Search Engine (Sponsored/Paid Advertisements)	\$
Online auction and e-commerce monitoring	\$
Email advertisements coverage	\$
Expert and Strategic Analysis and Partnering	\$
<b>TOTAL OPTION YEAR 2 PRICE, FFP:</b>	<b>\$210,655.91</b>

**SECTION III****DELIVERY ORDER (DO) ADMINISTRATION TERMS AND CONDITIONS****1.0 Authority - Contracting Officer, Contracting Officer's Technical Representative and Contractor's Project Manager****1.1 Contracting Officer**

- a. The Contracting Officer for this Delivery Order is:

David I. Gill  
IRS Office of Treasury Procurement Services (OTPS)  
1500 Pennsylvania Avenue, NW Washington, DC 20220  
Email: [david.gill@treasury.gov](mailto:david.gill@treasury.gov)

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this Delivery Order, and notwithstanding any clauses contained elsewhere in this Delivery Order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Delivery Order price to cover any increase in cost incurred as a result thereof.

**1.2 DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR) Designation and Authority (MAR 2002)**

- (a) The Contracting Officer's Technical Representative is:

Denise Pope  
U.S. Department of Treasury  
Office of Financial Stability  
1500 Pennsylvania Avenue N.W.  
Washington, DC 20220  
202-927-9403  
[denise.pope@treasury.gov](mailto:denise.pope@treasury.gov)

- (b) Performance of work under this Delivery Order must be subject to the technical direction of the COTR identified above, or a representative designated in writing.

The term “technical direction “ includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
  - (1) Constitutes a change of assignment or additional work outside the specification(s);
  - (2) Constitutes a change as defined in the clause entitled “Changes”;
  - (3) In any manner causes an increase or decrease in the Delivery Order price, or the time required for Delivery Order performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the Delivery Order;
  - (5) Interferes with the Contractor’s right to perform under the terms and conditions of the Delivery Order; or
  - (6) Directs, supervises or otherwise controls the actions of the Contractor’s employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the Delivery Order shall be subject to the terms of the clause entitled “Disputes.”

### **1.3 Contractor Project Manager**

Colin Dobi  
 Director – Client Relations/Mark Monitor  
 391 N. Ancestor Place, Suite 150  
 Boise, ID 83704

Phone: 800-337-7520, x5765

Fax: 208-389-5765

Email: [cdobi@markmonitor.com](mailto:cdobi@markmonitor.com)

## **2.0 Period of Performance**

The period of performance for this Delivery Order shall be one (1) year from the date of award. The contract includes two (2) one-year options to extend the period of performance. The total potential period of performance (if all options are exercised) shall not exceed three (3) years.

### **2.1 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 sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (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 three (3) years.

## **3.0 Payment Schedule**

Not used.

## **4.0 Invoices**

(a) Invoices shall be submitted in an original and two copies to the following address:

[OFS@bpd.treas.gov](mailto:OFS@bpd.treas.gov)

(b) A copy of the invoice shall also be submitted to the COTR and Contracting Officer simultaneously.

(c) Not used.

- (d) Each invoice submitted shall be supported by appropriate documentation as follows:
- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Delivery Order number;
  - (iv) Subscription FFP;
  - (v) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Delivery Order.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this Delivery Order.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

**ATTACHMENT 1  
NON-DISCLOSURE AGREEMENT**

**ANTI-FRAUD PROTECTION AND MONITORING SUBSCRIPTION SERVICES**

**Conditional Access to Sensitive but Unclassified Information  
Non-disclosure Agreement**

I, \_\_\_\_\_, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, sensitive but unclassified information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I and my company are being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the Program Compliance Services DELIVERY ORDER. This approval will permit me and my company conditional access to certain information, (documents, memoranda, reports, testimony, deliberations, etc.) and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Treasury Department has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Treasury Department by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to us pursuant to this Agreement to anyone, unless we have been advised in writing by the Treasury Department that the individual is authorized to receive it. Should we desire to make use of any sensitive but unclassified information, we will do so in accordance with paragraph 6 of this Agreement. I will submit to the Treasury Department for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge obtained during the course of the work performed in Program Compliance Services in order for the Treasury Department to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the Treasury Department, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Treasury Department, to be placed in secure storage unless it is determined by Treasury officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to us, Treasury officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes made, those notes will remain in secure storage at the Treasury Department.

7. If I violate the terms and conditions of this Agreement, we understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Treasury Department.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of the conditional access to sensitive but unclassified information for me and my company. This may serve as a basis for denying me or the company conditional access to Treasury Department information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Treasury Department from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on Program Compliance Services, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which my company has been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

\_\_\_\_\_  
Name /Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

This Agreement was accepted by the undersigned on behalf of the Treasury Department (or name of DO/bureau) as a prior condition on conditional access to sensitive but unclassified information.

\_\_\_\_\_  
Department of the Treasury

\_\_\_\_\_  
Date

## ATTACHMENT 2

### INITIAL CERTIFICATION FORMAT ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”), and I certify that the information provided by the Contractor to the Treasury on [Date] regarding organizational conflicts of interest in accordance with 31 C.F.R. §31.211 is complete and accurate in all material respects. In accordance with 31 C.F.R. § 31.211, prior to the award of a relevant contract the Contractor is required to provide Treasury with sufficient information to evaluate any organizational conflicts of interests, which information shall include:

1. The Contractor’s, any proposed subcontractor’s or consultant’s’ relationship to any related entities as such term is defined in 31 CFR § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor, any proposed subcontractor or consultant, or any related entity of the Contractor or its proposed subcontractors or consultants, if the contract relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor, its proposed subcontractors or consultants, or the related entities of the Contractor or its proposed subcontractors or consultants, which could conflict with the Contractor’s obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects.

The Contractor understands and agrees to comply with its obligation to:

- During the term of any resultant contract and pursuant to 31 CFR § 31.211(f), continually search for any potential organizational conflict of interest and report any potential organizational conflict of interest to the TARP Chief Compliance Officer within five (5) business days after learning of such potential organizational conflict;
- Retain the information needed to comply with 31 C.F.R. § 31.211 and to support the certifications required by 31 C.F.R. § 31.211 during the term of any resultant contract and for three (3) years following termination or expiration of the such contract, and make such information available to Treasury upon Treasury’s request pursuant to 31 CFR § 31.211(h); and.

- Maintain a compliance program designed to detect and prevent violations of federal securities laws and organizational conflicts of interest, if the contract is for the acquisition, valuation, management, or disposition of troubled assets.

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor] **ON FILE; RETURNED WITH PROPOSAL**

By:

[Provide signature, name, and title of Authorized Officer of the Contractor]

Date:

## ATTACHMENT 3

### INITIAL CERTIFICATION FORMAT COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]

“I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). The Contractor has obtained certifications regarding 31 C.F.R. § 31.216 from each proposed subcontractor or consultant and each officer, employee, and representative of the Contractor or any proposed subcontractor or consultant who participated personally and substantially in preparing and submitting the quote.

In accordance with 31 C.F.R. § 31.216(a), during the course of any process for selecting the awardee of an applicable government procurement (at the contract or task order level), the Contractor, its proposed subcontractors and consultants, and the representatives of the Contractor and its proposed subcontractors and consultants shall not:

- directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that procurement;
- offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any Treasury employee, except as permitted by Government-Wide Ethics Rules, 5 CFR Part 2635; or
- solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by Treasury for the purpose of evaluating an offer, quotation, or response to enter into an arrangement.

Based on the Contractor’s reasonable knowledge and review of the aforementioned certifications, the Contractor certifies that:

1. The Contractor, along with each proposed subcontractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
2. The Contractor, along with each proposed subcontractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
3. Each aforementioned officer, employee and representative has no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each aforementioned officer, employee, and representative will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Contractor any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor] **ON FILE; RETURNED WITH PROPOSAL**

By:

[Provide signature, name, and title of authorized officer of the Contractor]

Date:

## ATTACHMENT 4

### INITIAL CERTIFICATION FORMAT PERSONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.212] and NONDISCLOSURE [31 C.F.R. § 31.217]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). As required pursuant to 31 C.F.R. § 31.212(b), “management officials” and “key individuals” (including subcontractors and consultants, where applicable), as those terms are defined in 31 C.F.R. § 31.201, prior to performing work for the Treasury under the [Insert Contract Number], have provided written information to the Contractor regarding their personal, business and financial relationships, as well as those of their spouses, minor children and other family members with whom they have a close personal relationship that would cause a reasonable person with knowledge of the relevant fact to question the individual’s ability to perform, his/her objectivity or judgment in such performance, or his/her ability to represent the interests of the Treasury. Such management officials and key individuals have also certified that they will comply with the requirements in 31 C.F.R. § 31.217(b).

Based on the Contractor’s reasonable knowledge and review of the above information provided by such management officials and key individuals, I certify that such management officials and key individuals performing work for Treasury [check the one that applies]:

\_\_\_\_\_ Do not have personal conflicts of interest, or

\_\_\_\_\_ Any and all personal conflicts of interest have been neutralized by mitigated measures under the written mitigation plan approved by Treasury or have been waived by Treasury.

The nature of any waived personal conflicts and the date the Treasury approved any such waiver(s) is described below, if applicable:

[Insert description if applicable]

The Contractor understands its obligation to:

- Adopt and implement procedures designed to discover, monitor and report personal conflicts of interest on a continuous basis pursuant to 31 C.F.R. § 31.212(f),
- Report any personal conflict of interest within five (5) business days after learning about such conflict to the TARP Chief Compliance Officer pursuant to 31 C.F.R. §31.212(g),
- Ensure that all management officials performing work under the contract and key individuals have no personal conflicts of interest unless mitigation measures have

neutralized the conflict or Treasury has waived the conflict pursuant to 31 C.F.R. § 31.212(a) ; and

- Retain information needed to comply with to 31 C.F.R. § 31.212 and to support the certifications required by to 31 C.F.R. § 31.212 for three (3) years following termination or expiration of the contract, and make such information available to Treasury upon Treasury’s request pursuant to 31 C.F.R. §31.212(h).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor] **ON FILE; RETURNED WITH PROPOSAL**

By:

[Provide signature, name, and title of authorized officer of the Contractor]

Date:

**ATTACHMENT 5  
MONTHLY CONTRACT STATUS REPORT**

Date: Enter Date  
Reporting Period: Enter Date

**Contract Information**

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

Contract Number

Enter Contract Number

Current Period of Performance

(excluding options)

Enter Date from - to

**Reporting Period Update**

**Contract cost summary (List the contract and each task order separately)**

Current Contract Obligations: Enter value

Costs incurred through current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at contract/order completion: Enter value

Are there any issues completing the contract within the schedule and available funds?  
YES/NO

If YES, discuss issues: Click here to enter text.

**Performance & Deliverables**

Describe key activities during this reporting period.

Enter text

List transactions closed during this reporting period.

Enter text

Describe other significant accomplishments during this reporting period.

Click to enter text

Describe significant challenges during this reporting period.

Enter text

**Subcontracts**

List subcontractors performing during this period & incurred costs

Subcontractor Name Value	Socioeconomic Category	Incurred Costs	Subcontract
Subcontractor Name Value	Socioeconomic Category	Incurred Costs	Subcontract
Subcontractor Name Value	Socioeconomic Category	Incurred Costs	Subcontract
Subcontractor Name Value	Socioeconomic Category	Incurred Costs	Subcontract

**Small Business Subcontracting**

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?

YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:

Enter text.

**Include the following Attachments (if required)**

**Attachment A:** List Government Furnished Property on this contract.

**Attachment B:** List all contractor personnel that worked on this contract during the reporting period.