



Customer Search mines this blog, Donna Kline Now! Archive, FB Cover-up, Origins of Facebook's Technology and LeaderDocs.

Friday, April 29, 2016

NEW HILLARY EMAILS: STATE DEP'T PAID FACEBOOK FOR 2010 U.S. ELECTION RIGGING

SECRETARY OF STATE HILLARY PAID FACEBOOK \$634,000 TO INFLUENCE 2010 U.S. MIDTERM ELECTIONS

GSA COVERED UP PAYMENTS

ZUCKERBERG COVERED UP BY LYING THAT HE LOST HIS HARVARD COMPUTERS IN LEADER V. FACEBOOK

CONTRIBUTING WRITERS | OPINION | AMERICANS FOR INNOVATION | APR. 29, 2016, UPDATED MAY 08, 2016 | PDF

CORRUPTION ALERT: MAY 04, 2016:

[April 3, 2010 The Hill article](#) further confirms Hillary Clinton as Secretary State paid Facebook's Dmitry Shevelenko to rig U.S. elections.

Click here for TimelineThe U.S. State Department and General Services Administration (GSA) have **REMOVED** all but two of the 12 or more (Peace Corp "advertising services") contracts between the STATE DEPARTMENT and FACEBOOK dating from [Sep. 26, 2009](#) onward (see Table 2 below). Online versions of these contracts had been available at the time of this post. This discovery occurred on the same day that former employees of

Facebook disclosed that Facebook is censoring the news feed of the conservative news outlet [Breitbart](#). Click here [PDF](#) | [XLS](#) to see a partial list and contract numbers of the U.S. State Dept –Facebook contracts now **removed** from the GSA database search results (SAQMMMA09M1870, PC10825 (Prts. 0 thru 5), SSA70011M3029 and SAF20013M0397). (*Whistleblowers: Take good notes and collect verifiable evidence, logs, documents, files, screenshots, photos, recordings, etc.*)

[CLICK HERE FOR HILLARY'S ELECTION & WITNESS RIGGING TIMELINE](#)

CONSTITUTIONAL RIGHTS ARE NOT NEGOTIABLE!



Updated May, 04, 2016

CLICK HERE FOR HIJACK OF THE INTERNET **TIMELINE** AND DATABASE

Request for **DOWNLOAD** Congressional Intervention



Leader: 145,000 man-hours • over \$10 million • 20 people • solid engineering • hackers not welcome • affirms privacy, security, property • no foreign influence • respects U.S. Constitution

Facebook: "one to two weeks" • beer money • all by myself • 28 hidden hard drives • stole Harvard photos • hacks email • PayPal Mafia handlers • scofs at privacy • corrupts markets, judges, politicians & gov't agencies



FIG. 1—HILLARY R. CLINTON. According to newly-released Hillary Clinton emails, her State Department contracted with Facebook at least five times between Sep. 2009 and Nov. 2010 to purchase election rigging services run by a Russian-speaking manager named Dmitry Shevelenko. These actions clearly interfered with the *Leader v. Facebook* patent infringement lawsuit that had already started. Tampering with witnesses and obstruction of an official proceeding is a criminal offense punishable by up to 20 years in prison. Interference by a public agency in a U.S. election is a criminal violation of the Hatch Act. The two contracts that have surfaced show strong evidence of fraud in a \$120,000 difference between what the GSA database reports and the amounts on Hillary's versions of the contracts.

Graphics: Politifact.

(APR. 29, 2016)— *New Hillary emails reveal she secretly shoveled a Russian-speaking employee of Facebook over \$634,000 in State Department funds in 2009-2010 to buy an “election winning” template for the 2010 midterm U.S. elections.*

Interference in U.S. elections by government officials is a criminal act under the [Hatch Act 5 CFR 733.106\(d\)](#).

Reminder: *The point here is not whether or not this effort was “successful” in swinging elections to the desired candidates. The crime is that Hillary and the State Department secretly used public funds to try and influence American elections. The attempt is the crime, not the success or lack thereof of the outcomes. Even no harm is a Constitutional foul in this case.*

Two State Department contracts with Facebook in 2009-2010 have just emerged in the latest trove of Hillary Clinton emails.

The first [\\$120,000 contract on Sep. 26, 2009](#) was for State Department “communications services.” According to GSA records, the next three contracts paid \$250,000 for “Peace Corp advertising services.”

Then, a [\\$265,000 contract on Sep. 30, 2010](#) was issued for more State Department “communications services.”

These contracts are a problem on many levels.

1. OBSTRUCTION OF JUSTICE AND WITNESS TAMPERING

First, these contracts and others were issued after the *Leader v. Facebook* patent infringement lawsuit had begun on [Nov. 19, 2008](#). In addition to the fact that Hillary was contracting to use stolen property, these contracts were at least a blatant interference in an official proceeding and witness tampering.

Hillary’s actions dramatically prejudiced Leader Technologies’ lawsuit against Facebook by tampering with witnesses, namely Facebook personnel. The law is clear:

OpenTrial.org
Leader v. Facebook
 Facebook — a force for freedom perhaps, but at odds with the rule of law in the U.S.

John Adams, or...?

Federal Corruption

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- Congressional Briefings
- Federal Circuit Censored Docket
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Faces of Facebook Corruption

Updated Mar. 19, 2014

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CONGRESS CONTACT LOOKUP

Contacting the Congress



FINANCIAL HOLDINGS OF OBAMA POLITICAL APPOINTEES, BY AGENCY

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BLOG ARCHIVE (New, 1/20/14)

- ▼ 2016 (11)
 - ▼ April (4)
 - NEW HILLARY EMAILS: STATE DEP'T PAID FACEBOOK FOR ...
 - SHADOWY IBM ECLIPSE FOUNDATION LORDS OVER AMERICAN...
 - PANAMA PAPERS EXPOSE NEVADA AS NEW GLOBAL HAVEN FO...
 - HILLARY SERVER-GATE COVERED UP BY FBI DIRECTORS
 - ▶ March (4)
 - ▶ February (2)
 - ▶ January (1)
- ▶ 2015 (34)
- ▶ 2014 (26)
- ▶ 2013 (28)
- ▶ 2012 (6)

"Whoever corruptly-- . . . (2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both." 18 U.S.C. § 1512(c).

No wonder Mark Zuckerberg and Facebook were not worried about their illegal Leader v. Facebook stonewalling in 2009. Barack Obama and Hillary Clinton were running judicial cover for them. Zuckerberg lied about the existence of 28 Harvard hard drives and emails. He told Leader Technologies' lawyers that he lost everything. Then, two days after the appeals judges supported Facebook's corrupt verdict, Facebook's attorneys dragged them all out in Ceglia v. Zuckerberg. Now the source of Facebook's pomposity is revealed.

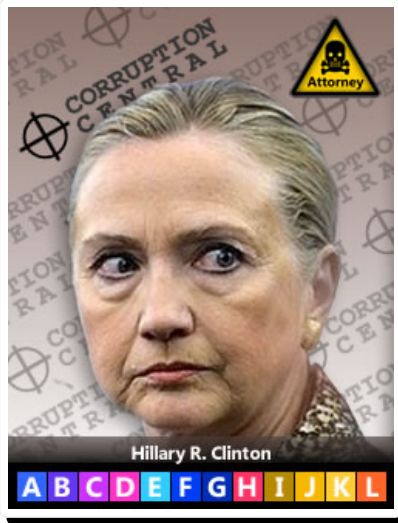


FIG. 2—HILLARY R. CLINTON.

2. FRAUD—DMITRY SHEVELENKO

Second, Hillary's versions of the contracts include information that has been tampered with by the GSA (Government Services Agency). The Facebook contact **DMITRY SHEVELENKO** has been deleted from the GSA database. Except for Hillary's uncensored version, Shevelenko's role would be unknown.

In addition, Hillary's version of the Sep. 30, 2010 contract totals \$265,000. However, the GSA database only shows \$145,000. Therefore, \$120,000 to Shevelenko is unaccounted for.

More than \$600,000 in State Department contracts were issued to Facebook before the November 2010 midterm U.S. elections for "communications" and "advertising services."

However, [Shevelenko's LinkedIn Profile](#), tells the real story. He disclosed that his Columbia University studies were in anthropology and that his thesis was "on the executive leadership of the CIA." He boasts that as a Facebook Relationship Manager, he:

"Develop[ed] Facebook's political advertising go-to-market strategy for the November 2010 (US) elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising"



FIG. 3—DMITRY SHEVELENKO, Facebook employee from Jul. 2008 through Jan. 2012. Disclosure of his association with Hillary Clinton has been stonewalled by the State Department until recent releases thanks to ethics watchdog Judicial Watch. Shevelenko apparently developed Facebook's notorious vote-rigging algorithms in India to avoid U.S. fraud and conspiracy laws. We encourage these Indian programmers to whistle blow now that their identities have been discovered.

To issue a government contract for a stated purpose, then use it for a different purpose is fraud.

3. PROOF OF U.S. ELECTION RIGGING & CONSPIRACY




Third, except for the release of these Hillary emails, Shevelenko's identity and collusion with Hillary Clinton to implement a "template for winning elections" before the 2010 midterm U.S. elections, we would never know that Hillary, Facebook and the State Department conspired to interfere in the 2010 U.S. midterm elections.

Federal officials at the Department of State are forbidden from interfering in U.S. elections:

UPDATE MAR. 25, 2014

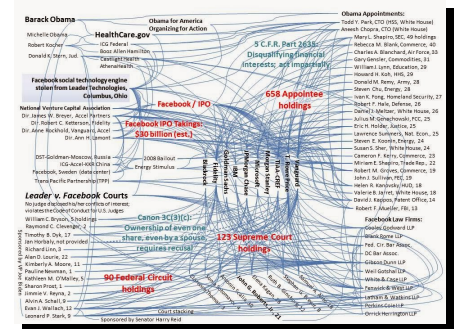
FIVE CRITICAL AFI POSTS ON JUDICIAL COMPROMISE

Fully updated Mar. 25, 2014 in the wake of the Scribd censorship:

- HOW PATENT JUDGES GROW RICH ON THE BACKS OF AMERICAN INVENTORS** Patent Office filings are shuffled out the USPTO backdoor to crony lawyers, banks and deep-pocket clients. 
- WAS CHIEF JUSTICE ROBERTS BLACKMAILED** into supporting Obamacare by his ethical compromises in *Leader v. Facebook*?
- JUSTICE ROBERTS MENTORED** Facebook Gibson Dunn LLP attorneys. 
- JUSTICE ROBERTS HOLDS** substantial Facebook financial interests.
- JUDGE LEONARD STARK FAILED** to disclose his Facebook financial interests and his reliance on Facebook's Cooley Godward LLP attorneys for his appointment. 

BARACK OBAMA'S DARK POOLS OF CORRUPTION

Click to enlarge



CLICK HERE FOR WASHINGTON'S ETHICAL DISEASE DISCOVERIES RE. FACEBOOK "DARK POOLS"

STOP FACEBOOK PROPERTY THEFT

BUMPER STICKER: Stop Facebook Property Theft. www.fbcoverup.com

WILL HUMANKIND EVER LEARN? Facebook's Orwellian doublespeak about property and privacy (theft) merely repeats the eventual dehumanization of the individual under MAO's Red Star, Stalin's SOVIET Hammer & Cycle and Hitler's NAZI Swastika. Respect for the inalienable rights of each individual is a bedrock value of democracy. The members of the Facebook Cabal abuse this principle at every opportunity.

“(d) Candidacy for, and service in, or partisan political office shall not result in neglect of, or interference with, the performance of the duties of the employee or create a conflict, or apparent conflict, of interest.” 5 CFR 733.106(d)

WHERE ARE THE WHISTLEBLOWERS?

None of these scoundrels could have succeeded without a lot of help from employees at the State Department and Facebook. Have societal morals dropped so low that not even a single one of the people who helped is willing to do the right thing and report these criminals?

Notice to would-be-whistleblowers: Your silence will be your undoing. Speak up. Save yourself and help save the American Republic from these reprobates.

There is nothing new or unique about their philosophies. They’re just wearing a new set of overalls over age-old greed and power mongering.

Dear Whistleblowers: Please contact amer4innov@gmail.com to arrange how to share your information confidentially. Do not send any confidential information via gmail or any other free email service as they are all monitored by the Cartel. We recommend that even your first email be from an anonymous email address. You may post an anonymous comment with instructions for how to make a safe and verifiable contact with you. All newsgathering sources are held in strict confidence.

* * *

PROOFS:

Bookmark: [#facebook-election-rigging-contracts](#)

A. HILLARY’S SMOKING GUN FACEBOOK STATE DEPARTMENT CONTRACTS:

State Department contracts given to Facebook discovered in a April 2016 State Department court-ordered release of previously stonewalled emails from Hillary Clinton's private server

Date	Offeror	Amount	Purpose
Sep. 26, 2009	Facebook	\$120,000	Facebook pages to build an international community to discuss relevant issues of the day
Sep. 30, 2010	Facebook	\$265,000	Ditto. (Note: The GSA database shows only \$145,000 of this invoice. \$120,000 is unaccounted.)

TABLE 1: U.S. Department of State contracts with Facebook. Sources: *Judicial Watch v. State Dep't FOIA* release; Government Services Agency ([GSA](#)) (Search: “The Facebook, Inc.”).

Note: At least three other contracts were issued between Sep. 2009 and Nov. 2010 totaling \$250,000 for Peace Corp “advertising services.”

May 05, 2016 Update: These contracts were removed from the GSA website sometime between Apr. 29, 2016 (when they were accessible), and May 04, 2016 when AFI researchers checked again. Click here [PDF](#); [XLS](#); to see a partial list and contract numbers of the U.S. State Dept-Facebook contracts now removed from the GSA database search results (SAQMMA09M1870, PC10825 (Prts. 0 thru 5), SSA70011M3029 and SAF20013M0397).

Bookmark: [#facebook-contract-discrepancies](#)

B. CONTRACT DISCREPANCIES

None of these scoundrels could have succeeded without a lot of help from employees at the State Department.

They evidently believe that they deserve special privileges and are willing to lie, cheat and steal in order to treat themselves to these privileges.

ASK CONGRESS: PASS THE INVENTOR PROTECTION ACT!

LEADER TECHNOLOGIES
Inventor Protection Act
 (Proposed)

America needs to practice what it preaches.

We have no business lecturing the world about free enterprise and the rule of law, when we permit the investors in Ohio-based innovator Leader Technologies to go uncompensated for the risks they took to help invent social networking . . .

—a technology upon which the President and U.S. government now rely;
 —a technology *stolen* by the “Facebook Cabal” who recruited the federal courts and Patent Office into their club of corruption.

Rescind. Investigate. Sanction. Certify.

Contact your representatives. Ask them to pass it.
 Real American inventors need your support.

<http://www.contactingthecongress.org/>
<http://americans4innovation.blogspot.com>

Click image above to download a poster-quality PDF optimized for a 11in. x 17in. (ledger-size) poster. America should not be in the business of cheating its entrepreneurial investors simply because the cheaters buy off judges with the money gained from their theft. Such permissiveness is obscene.

LEADER V. FACEBOOK BACKGROUND

Jul. 23, 2013 NOTICE: DonnaKlineNow! has gone offline. All her posts are available as a [PDF collection here](#) (now updated, post-Scribd censorship).

Mar. 20, 2014 READER NOTICE: On Mar. 7, 2014, all of our documents linked to Scribd were deleted by that “cloud” service using the flimsiest of arguments . Some of our documents have been there for two years and some had almost 20,000 reads.

George Orwell wrote in 1984 that one knows one is in a totalitarian state when telling the truth becomes an act of courage.

All the links below were updated Mar. 20, 2014 (many thanks to our volunteers!)

1. [Summary of Motions, Appeal, Petition, Evidence, Analysis, Briefings](#) (FULL CITATIONS) in *Leader Technologies, Inc. v. Facebook, Inc.*, 08-cv-862-JJF-LPS (D. Del. 2008), published as *Leader Techs, Inc. v. Facebook, Inc.*, 770 F. Supp. 2d 686 (D. Del. 2001)
2. Dr. Lakshmi Arunachalam's Censored

Hillary's version of stonewalled emails: Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts

1. Name deleted from GSA database

2. Services will priced as "cost per click" or CPM ad. The annual cost of this purchase shall not exceed \$145,000.00. Contracting Officer Representative is David Shelby, (202) 453-8454.

3. Total Cost: \$265,000.00

4. GSA database shows only \$145,000

5. \$120,000 unaccounted for

6. "Politics and November 2010: Developed Facebook's political advertising . . . for November 2010 elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising"

Dmitry Shevelenko's LinkedIn Profile (while under contract with Hillary):

6. "Politics and November 2010: Developed Facebook's political advertising . . . for November 2010 elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising"

FIG. 4—Evidence of collusion among Hillary Clinton, State Department, Facebook and Dmitry Shevelenko. Two State Department contracts with Facebook in 2009-2010 have just emerged in the latest trove of Hillary Clinton emails. The first, a \$120,000 contract on Sep. 26, 2009, was for State Department "communications services." According to GSA records, the next three contracts paid \$250,000 for "Peace Corp advertising services." Then, a \$265,000 contract on Sep. 30, 2010, was issued for more State Department "communications services." Dmitry Shevelenko's LinkedIn Profile reveals his true agenda for these contracts: November 2010 election manipulation.

Source: Eclipse.

Bookmark: #dmitry-shevelenko-bio



C. DMITRY SHEVELENKO — CARTEL BIOGRAPHY

Shevelenko has had 11 jobs in 8 years. Shevelenko's resume exhibits the tell tale signs of a C.I.A. operative being groomed. He changed jobs just about as often as Obama's current Supreme Court nominee, Merrick B. Garland (15 jobs in 18 years).

FIG. 5—DMITRY SHEVELENKO

Dmitry Shevelenko [LinkedIn](#): Cartel Biography, accessed Apr. 28, 2016

Leader v. Facebook trial				
Year	Date	Organization	Task	
			Hillary Clinton / Dept. of State Contracted with Facebook-- Obstructed Justice and Tampered with Witnesses in Leader v. Facebook	
2001-2005	ca. 2001-2005	Columbia University		Thesis on C.I.A. executives; Bachelor of Arts in Anthropology (now watch his career Zuum to success backed by the C.I.A., just like Zuckerberg)
2004-2005	(Note: Same time frame as Mark Zuckerberg at Harvard)			
2006	Mar. 2006-Mar. 2007	Inside New York		Associate Publisher
2007	Jun. 2007 - Oct. 2007	Time Inc.		New Product development
2008	Jul. 2008-Feb. 2009	Facebook	Nov. 19, 2008	User Analyst

- Federal Circuit Filings (Archive)
- 3. Brief Summary of Leader v. Facebook
- 4. Backgrounder
- 5. Fenwick & West LLP Duplicity
- 6. Instagram-scam
- 7. USPTO-reexam Sham
- 8. Zynga-gate
- 9. James W. Breyer / Accel Partners LLP Insider Trading
- 10. Federal Circuit Disciplinary Complaints
- 11. Federal Circuit Cover-up
- 12. Congressional Briefings re. Leader v. Facebook judicial corruption
- 13. Prominent Americans Speak Out
- 14. Petition for Writ of Certiorari
- 15. Two Proposed Judicial Reforms
- 16. S. Crt. for Schemers or Inventors?
- 17. Attorney Patronage Hijacked DC?



- 18. Justice Denied | Battle Continues
- 19. FB Robber Barons Affirmed by S. Crt.
- 20. Judicial Misconduct WALL OF SHAME
- 21. Corruption Watch - "Oh what webs we weave, when first we practice to deceive"
- 22. Facebook | A Portrait of Corruption
- 23. White House Meddling
- 24. Georgia! AM 1080 McKibben Interview
- 25. Constitutional Crisis Exposed
- 26. Abuse of Judicial Immunity since Stump
- 27. Obamacare Scandal Principals are intertwined in the Leader v. Facebook scandal
- 28. S.E.C. duplicity re. Facebook

GIBSON DUNN LLP exposed as one of the most corrupt law firms in America



Investigative Reporter Julia Davis investigates Facebook's Leader v. Facebook attorney Gibson Dunn LLP. She credits this

firm with the reason why not a single Wall Street banker has gone to jail since 2008. Click here to read her article "Everybody hates whistleblowers." Examiner.com, Apr. 10, 2012. Here's an excerpt:

"Skillful manipulation of the firm's extensive media connections allows Gibson Dunn to promote their causes, while simultaneously smearing their opponents and silencing

2009	Feb. 2009 - Aug. 2010	Facebook	Sep. 26 - \$120,000	Social gaming, Politics and November 2010 [US Elections]
2010	Aug. 2010 - May 2011	Facebook	Apr. 09 - \$168,000 Aug. 19 - \$40,000 Sep. 01 - \$40,800 Sep. 30 - \$265,000	Global advertising, built 100-man team based in India
2011	May 2011 - Jan. 2012	Facebook	Mar. 07 - \$19,750 Sep. 28 - \$10,000 Dec. 06 - \$22,636	Mobile payments, virtual currency
2012	Jan. 2012 - May 2013	Pulse (LinkedIn)		Head of Monetization
2013	Apr. 2013 - Aug. 2014	LinkedIn		Product Management, How You Rank
	2013 - current	Matter Ventures		Adviser, Start-up accelerator
2014	2014 - current	Zuum		Advisor
	Aug. 2014 - current	Uber		Global Business Development

TABLE 2: **DMITRY SHEVELENKO'S LINKEDIN CARTEL BIOGRAPHY.** Note. Shevelenko's Facebook and LinkedIn resumes are closely connected with Fidelity Investments and Baidu (China), two notorious insiders in the Washington Cartel allied with the CIA's venture capital company In-Q-Tel, Goldman Sachs, JPMorgan and Morgan Stanley and led by Facebook venture capitalist and second largest shareholder James W. Breyer and Accel Partners LLP. Zuum and Matter Ventures are also surrogates of the Cartel. Shevelenko appears to another Cartel goat, like Zuckerberg.

Bookmark: #hillary-election-rigging-timeline

D. TIMELINE

None of these scoundrels could have succeeded without a lot of help from employees at the State Department.



FIG. 5—TIMELINE - Judicial Watch digs up smoking gun documents proving Hillary crimes of Facebook Witness Tampering and Election Rigging collusion. [Click here for a PDF version.](#)

Notice: This post may contain opinion. As with all opinion, it should not be relied upon without independent verification. Think for yourself. Photos used are for educational purposes only and were obtained from public sources. No claims whatsoever are made to any photo.

COMMENT

embarrassing news coverage."

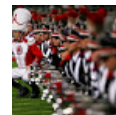
This statement followed right after Davis cited Facebook's chief inside counsel in the *Leader v. Facebook* case, Theodore Ulylot, who appears to have helped lead the *Leader v. Facebook* judicial corruption. Interesting word choices associated with Gibson Dunn LLP: manipulation, smear. Attorneys swear a solemn oath to act morally, ethically, and in support of democratic principles. They promise to conduct themselves in a manner than instills confidence among the citizenry in the rule of law and the judicial system. These promises appear to be meaningless. [Click here for a PDF version of Julie Davis' article.](#)

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Patent Office filings are shuffled out the USPTO backdoor to crony lawyers, banks

Click "N comments:" on the line just below this instruction to comment on this post. Alternatively, send an email with your comment to amer4innov@gmail.com and we'll post it for you. We welcome and encourage anonymous comments, especially from whistleblowers.

Posted by **K. Craine** at 4:01 PM

+4 Recommend this on Google

41 comments:



K. Craine April 30, 2016 at 6:01 AM

Email comment by GH:

From what AFI investigators have learned, the NSA doesn't want to say that because of the slimy "social" user license agreements at Facebook, Google, Yahoo, Instagram, LinkedIn, Constant Contact, Squarespace, Square, Twitter, Scribd, yada yada yada, the social providers are GIVING ALL of our American data to the NSA. Apparently, that was their deal with the devil to be left alone in the courts over their abuses of our Constitutionally protected (now in theory?) privacy and property rights.

Smith, C. (Apr. 29, 2016). The NSA doesn't even know how many Americans it's spying on. FoxNews.

<http://www.foxnews.com/tech/2016/04/29/nsa-doesnt-even-know-how-many-americans-its-spying-on.html>

The National Security Agency (NSA), which is behind some of the world's most sophisticated mass surveillance operations, can't say how many Americans it's spying on in these endeavors. That's not because it's a secret, though that might be a reason too. It's because the agency's operations are so vast that it can't even figure out the number.

[Reply](#)



K. Craine April 30, 2016 at 6:06 AM

Email comment from The Intercept:

McLaughlin, J. (Apr. 28, 2016). Supreme Court Gives FBI More Hacking Power. The Intercept.

<https://theintercept.com/2016/04/28/supreme-court-gives-fbi-more-hacking-power/>

"Whatever euphemism the FBI uses to describe it—whether they call it a 'remote access search' or a 'network investigative technique'—what we're talking about is government hacking, and this obscure rule change would authorize a whole lot more of it," Kevin Bankston, director of the Open Technology Institute, said in a press release.

[Reply](#)

Replies



dave123 April 30, 2016 at 12:24 PM

Facebook has alleged that government requests for account data increased by 13 per cent in the second half of 2015, with the United States and India making the most requests. But the FBI knew facebook was stolen

[Reply](#)



K. Craine April 30, 2016 at 6:22 AM

mail comment by RP:

TOTAL DECEPTION:

This article comes under the heading of WE DON'T NEED THE GREATEST OFFENDERS OF PERSONAL PRIVACY ON THE PLANET (MICROSOFT AND FACEBOOK -- READ: NSA) ADVOCATING FOR OUR PRIVACY. SHUT UP A__H__ES.

This is sort of like the fox negotiating for better working conditions for the hens.

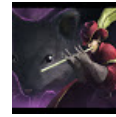


and deep-pocket clients
Contributing Writers |
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BOYCOTT NCAA MARCH MADNESS? COPYRIGHT-GATE

Constitutional rights advocates demand that NCAA stop its copyright infringement in social media; ask Congress to preserve Zuckerberg's ...



DISASTROUS RISE OF A LAWLESS C.I.A.

Presidents from Washington to Eisenhower feared threats to liberty from abuses of power by the military-industrial complex Contributing ...



LEADER V. FACEBOOK WALL OF SHAME

Judges go to jail for far less serious misconduct; Facebook users should pay Leader fees voluntarily; its the right thing to do since Faceb...

EDITORIALS

1. [DC Bar refuses to investigate attorney misconduct in Leader v. Facebook - Unwillingness of DC attorneys to self-police may explain why Washington is broken, Dec. 30, 2012](#)
2. [Will the U.S. Supreme court support schemers or real American inventors? Facebook's case dangles on a doctored interrogatory. Eighteen \(18\) areas of question shout for attention, Dec. 27, 2012](#)
3. [Two Policy Changes That Will Make America More Democratic \(and less contentious\), Dec. 21, 2012](#)

OUR MISSION

American citizens must fight abuse of the constitutional right for authors and inventors to enjoy the fruits of their inventions, as a matter of matter of basic property rights and sound public policy. Otherwise, instead of innovation, creativity, genius, ideas, vision, courage, entrepreneurship, respect, property, rejuvenation, morals, ethics, values, renewal, truth, facts, rights, privacy, solutions and judicial faithfulness,

... our society and economy will be dragged down (and eventually destroyed) by copying, infringement, thievery, counterfeiting, hacking, greed, misinformation, exploitation, abuse, waste, disrespect, falsity, corruption, bribery, coercion, intimidation, doublespeak, misconduct, lies, deception, attorney "dark arts," destruction, confusion, dishonesty, judicial chicanery and lawlessness.

Lee, N. (Apr. 28, 2016). Facebook: 60 percent of government requests come with gag order. The overall number of government data requests have also increased. Engadget.

<http://www.engadget.com/2016/04/28/facebook-60-percent-of-government-requests-come-with-gag-order/>

[Reply](#)

▼ Replies



dave123 April 30, 2016 at 12:22 PM

Rise in Facebook data snooping; FBI granted hacking powers

[Reply](#)



dave123 April 30, 2016 at 1:58 PM

Breaking the Federal Wiretap Act, "Facebook is capturing users' searches for medical information from medical websites without users ever knowing this sensitive data is being shared with Facebook, for marketing and other purposes," Paul Kiesel, the lead attorney for the case, told International Business Times.

The number of people accessing Facebook via the "dark web" now stands at 1 million per month, the tech giant announced today (April 22). Facebook has maintained an "Onion" site that resides on the Tor network, which forms part of the so-called dark web, for about a year and a half. This is the first time the company has revealed details about its presence in this shadowy corner of the internet. The number of people buying and selling drugs on the "dark web" is on the rise. SO WHO'S USING WHO???? THE NSA KNOW HOW FACEBOOK WAS STOLEN THEY GOT ALL THE IM'S AND EMAILS ON HOW THIS WAS DON. HILLARY CLINTON KNEW FACEBOOK WAS STOLEN SHE HAS ALL THE EMAILS ON HER BULL SHIT SERVER we would never know that Hillary, Facebook and the State Department conspired to interfere in the 2010 U.S. midterm elections.

[Reply](#)



K. Craine May 1, 2016 at 5:27 PM

Email comment by TEX:

Just a guess that we are coming to the end of civil society as we , Americans, have known it. A few TEX observations:

- illegal border crossing thugs in L.A. are rioting because Donald Trump, a leading presidential candidate , has dared to suggest that we should enforce our laws, stop the flow of "community destroying " drugs from Mexico, and stop the inflow of terrorists that are clearly out to kill all of us.

- big corporations (Target for example) have said that, in their stores, a person can go into any store bathroom without regard to their gender.... it just depends on which gender you think you are. I truly fear for my grand daughter because she has lost her freedom to potty in peace.

- middle Americans, on the average, have not had a pay raise in 16 years. We have consumed more than we have produced since 2006 and no one seems to care. Our national debt is larger than our national economy, yet the new slogans for politicians are centered on more free stuff for everyone. "Come and get something you didn't produce because you deserve it."

- our government wants to get your legal guns because criminals have illegal guns and they won't kill you if you don't have guns.

- "Black lives Matters," a group that wants black children to have a better life, are attacking policemen that are in black neighborhoods trying to help the children stay alive. Instead of honoring deaths of young blacks that broke the law, why don't they honor the black leaders that overcame these neighborhoods and went on to become great Americans.... Condoleezza Rice, Justice Clarence Thomas, economist Thomas Sowell, Dr. Ben Carson, Herman Cain, Col. Allen West, and Alveda King (niece of MLK).

- our political parties are submitting a rogue, foul mouthed businessman on one side and a proven serial liar, crony cheater on the other. One is touting alpha maleness and the other female body parts. Wow..... this is quite a finish to a once great country.

- and I will end with our kids. These baboons have totally lost touch with the concepts of

If we do not speak up, impeach derelict judges and imprison corrupt attorneys, we cannot possibly hope to start fixing the current ills in our society. Without justice and respect for private property, democracy has no sure foundation.

CURRENT EDITORIAL FOCUS

We are an opinion blog that advocates for strong intellectual property rights. We welcome commenters and contributors. The *Leader v. Facebook* patent infringement case first came to our attention after learning that the trial judge, Leonard P. Stark, U.S. District Court of Delaware, ignored his jury's admission that they had no evidence to support their on-sale bar verdict, but the judge supported it anyway.

The judicial misconduct has deteriorated from there, replete with two of the three judges on the Federal Circuit appeal panel, Judges Alan D. Lourie and Kimberly A. Moore, holding Facebook stock that they did not disclose to the litigants, and later tried to excuse through a quick motion slipped in at the last minute by the Clerk of Court, Jan Horbaly, and his close friends at The Federal Circuit Bar Association. (The DC Bar subsequently revealed that Mr. Horbaly is not licensed to practice law in Washington D.C.)

The judges ignored [shocking new evidence](#) that Mark Zuckerberg withheld 28 hard drives of 2003-2004 evidence from Leader Technologies that could prove actual theft (and therefore claims even more serious than infringement). In addition, Facebook's appeal attorney, Thomas G. Hungar of Gibson Dunn LLP, has close personal ties to just about every judicial player in this story. The misconduct appears to reach into the U.S. Patent Office through abuse of the reexamination process by Facebook. We will stay focused on *Leader v. Facebook* until justice is served, but we also welcome news and analysis of intellectual property abuse in other cases as well.

WELCOME TO DONNA KLINE NOW! READERS!



AFI has been supporting Donna and is now picking up the main *Leader v. Facebook* coverage (she will continue coverage as well).

Anonymous Posts Are Welcomed! Blogger has more posting constraints than Donna's WordPress, but we will continue to welcome anonymous posts. Simply send us an email at amer4innov@gmail.com with your post.

Once the moderator verifies that your email address is real, your comment will be posted using your real name or handle, whatever you wish, like John Smith or Tex.

[Click here to view a](#)

individual ruggedness, competing, achieving, winning, praying, and logically thinking. They want group hugs, free things, safe spaces, no confrontation, and the good life.

In that I am fussy and cynical, I tried to close with a positive thought about our current trajectory. Got nothing..... have a great day, TEX=

[Reply](#)



K. Craine May 1, 2016 at 5:33 PM

Email comment by GH:

Harvard is a "merit based" admissions institution. That means all applicants are equal. Looks like some with massive "foundation" slush funds are more equal than others. This announcement should be investigated for the evident corruption of the Lucky Sperm Club.

AP. (May 01, 2016). Malia Obama to attend Harvard in 2017 after taking year off. Fox News.

<http://www.foxnews.com/politics/2016/05/01/malia-obama-to-attend-harvard-in-2017-after-taking-year-off.html>

[Reply](#)



K. Craine May 1, 2016 at 5:40 PM

Email comment by DL:

So much for the FISA court being an independent watchdog. Instead, it is just a rubber stamp of the Cartel that this site is undressing.

Volz, D. (May 01, 2015). U.S. spy court rejected zero surveillance orders in 2015: memo. Reuters/InfoWars.

<http://www.reuters.com/article/us-usa-cybersecurity-surveillance-idUSKCN0XR009>

The secretive U.S. Foreign Surveillance Intelligence Court did not deny a single government request in 2015 for electronic surveillance orders granted for foreign intelligence purposes, continuing a longstanding trend, a Justice Department document showed.

[Reply](#)



K. Craine May 2, 2016 at 6:58 AM

Email comment by Div:

Mrs. Clinton, tear down that (stone)wall!

Benson, G. (Apr. 24, 2016). New details emerge about Clinton's paid speeches. Fox News.

<http://video.foxnews.com/v/4860438690001/new-details-emerge-about-clintons-paid-speeches/?#sp=show-clips>

AP Report: Virtually all of the 82 firms who paid Hillary Clinton \$225,000 or more for speaking fees across many different industries and sectors of our economy, including Wall Street, had (1) interests before the U.S. government, (2) were lobbying the U.S. government, (3) were trying to gain contracts and work with the government, including some of them at the State Department. Some of them were personally lobbied and went after Hillary Clinton herself.

She hired a private transcription service on her speeches, then took possession of the transcripts. She has them and is not releasing them, even though she said in a debate with Bernie Sanders that she regularly lectured Wall Street to get its act together. Yeh, right you flaming DOAB.

[Reply](#)

▼ Replies



K. Craine May 2, 2016 at 7:05 AM

Here's our complete analysis of Bill and Hillary's "speaking fees" from 2001-1014:

AFI (Aug. 12, 2015). Hillary & Bill shill for a secret intelligence agency cartel. Americans For Innovation.

complete Donna Kline Now! posts archive.



CODE OF CONDUCT FOR U.S. JUDGES

"CANON 2: A JUDGE SHOULD AVOID IMPROPRIETY AND THE APPEARANCE OF IMPROPRIETY IN ALL ACTIVITIES"

GALLERY OF JUDICIAL MISCONDUCT



Judge Leonard P. Stark, U.S. District Court of Delaware, trial judge in *Leader Techs, Inc. v. Facebook, Inc.*, 770 F. Supp. 2d 686 (D.Del. 2011). Judge Stark heard his jury foreman admit that the jury made the on-sale bar decision

<http://americans4innovation.blogspot.com/2015/08/hillary-bill-shill-for-secret.html>

Here's a link to the Excel spreadsheet takedown of all speaking fees reported by the Clintons:

<http://americans4innovation.blogspot.com/2015/08/hillary-bill-shill-for-secret.html#hillary-clinton-financial-disclosures>

Reply



Rain Onyourparade May 2, 2016 at 7:41 AM

THE GARTNER GROUP FRAUD

The Gartner Group, normally known for truthful reporting although tainted with industry-leader shill nonetheless, is spinning quit a yarn about social media and networking.

Let's see, if social "open source" is based on the theft of Leader Technologies' social networking invention by The IBM Eclipse Foundation, then the entire "open source" social movement is a FRAUD of global proportions.

White Paper (2015). Open Source: The New Data Center Standard. The Gartner Group.

<http://imagesrv.gartner.com/media-products/pdf/EnterpriseDB/EnterpriseDB-1-2E4E9TA.pdf>

Reply



dave123 May 2, 2016 at 1:15 PM

Facebook CEO Mark Zuckerberg was caught discussing the censorship of anti-migrant posts at the United Nations development summit Saturday while speaking with German Chancellor Angela Merkel.

According to CNBC, the pair were picked up by a hot mic after Merkel confronted Zuckerberg on social media posts critical of "the wave of Syrian refugees entering Germany."

Reply

Replies



dave123 May 2, 2016 at 1:57 PM

Google's initial response posted on a company blog included the catchy headline: "What the ...?" The search giant denied joining a program that gives the U.S. government access to its servers, and maintained that it provides access according to existing laws.

Facebook also denied being part of a secret program. On Tuesday, Chief Executive Mark Zuckerberg stressed to Facebook shareholders that the company doesn't work directly with the NSA.

Google and NSA know facebook was stolen



dave123 May 2, 2016 at 2:43 PM

At a recent townhall event in Berlin he pledged to work closer with the German authorities, and even offered to fund a section of the German police, in order to help Facebook expand its view of 'protected groups' and restrict 'hate speech against migrants

What Zuckerberg seems to be missing is that Facebook is supposed to be about enabling the free interaction of people - all this talk of 'protected groups' and 'hate speech' should be anathema to him. But Zuckerberg subscribes to the typical metropolitan, Silicon-Valley-via-Ivy-League brand of faux-liberalism, which actually has a lot in common with the fascism he claims to despise.



dave123 May 2, 2016 at 4:18 PM

Facebook CEO Mark Zuckerberg was caught discussing the censorship of anti-migrant posts at the United Nations development summit Saturday while speaking with German Chancellor Angela Merkel.

without any evidence other than speculation, and yet he supported that verdict anyway. Just months before trial, Judge Stark allowed Facebook to add the on-sale bar claim after the close of all fact discovery and blocked Leader



from preparing its defenses to this new claim. Judge Stark allowed the claims despite Leader's prophetic argument that the action would confuse the jury and prejudice Leader. He also permitted the jury to ignore the *Pfaff v. Wells Electronics, Inc.* test for on-sale bar, even after instructing the jury to use it. (See that Jury

Instruction No. 4.7 here.)



He also contradicted his own instruction to Leader to answer Interrogatory No. 9 in the present tense (2009), then permitted the jury to interpret it as a 2002 admission as well. Facebook's entire on-sale bar case is based upon this interrogatory. (Editorial: Hardly sufficient to meet the "heavy burden" of the clear and convincing evidence standard.)



Judge Alan D. Lourie, U.S. Court of Appeals for the Federal Circuit, panel judge in *Leader Techs v. Facebook, Inc.*, 678 F.3d 1300 (Fed. Cir. 2012). Judge Lourie stood to benefit financially from undisclosed holdings in Facebook. See analysis of Judge Lourie's T. Rowe Price holdings re. the Facebook IPO.

Judge Lourie also failed to apply his own law-test in *Group One v.*



Hallmark Cards to the evidence. After debunking all of Facebook's evidence on appeal, Judge Lourie created new argument in the secrecy of chambers to support Facebook and prevent the on-sale bar verdict from being overturned—a clear breach of constitutional due process.



Judge Kimberly A. Moore, U.S.

After being asked about Facebook's efforts to curtail speech, Zuckerberg stated, "We need to do some work," confirming he'd already started looking at ways to hinder comments in opposition to Merkel's immigration stance.

"Are you working on this?" Merkel asked. "Yeah," Zuckerberg responded before their microphone was cut. In response to the shocking revelation, media outlets such as Bloomberg immediately leapt to the defense of the tech giant, insinuating that any critique of the German government's response to the migrant crisis would be "racist" and "xenophobic."

NATO's responsibility in destabilizing Syria, Zuckerberg's penchant for censoring speech deemed politically incorrect is unsurprising given his meeting late last year with Lu Wei, the czar of China's authoritarian Internet censorship system.

[Reply](#)



dave123 May 3, 2016 at 2:21 AM

Facebook Inc.'s WhatsApp messaging service was ordered blocked in Brazil for the second time in less than six months for failing to turn over data in a criminal investigation.

[Reply](#)



dave123 May 3, 2016 at 3:31 AM

Craig Wright was not the creator of the idea Bitcoin, did you register the name Bitcoin in India NO YOU DID NOT stop fucking lying Craig you little shit

[Reply](#)



K. Craine May 4, 2016 at 7:23 AM

Email comment by GH:

How easy is it to classify someone a "target" for nothing more than getting a fund raising email from Nigeria? These guys only pretend to be trustworthy. They've been lying to us since the False Statements Accountability Act of 1996 says they could, so why should we believe a damn word they say now? Trust once betrayed is impossible to recover.

McLaughlin, J. (May 03, 2015). NSA and CIA Double Their Warrantless Searches on Americans in Two Years. The Intercept.

<https://theintercept.com/2016/05/03/nsa-and-cia-double-their-warrantless-searches-on-americans-in-two-years/>

FROM 2013 TO 2015, the NSA and CIA doubled the number of warrantless searches they conducted for Americans' data in a massive NSA database ostensibly collected for foreign intelligence purposes, according to a new intelligence community transparency report.

The estimated number of search terms "concerning a known U.S. person" to get contents of communications within what is known as the 702 database was 4,672 – more than double the 2013 figure.

And that doesn't even include the number of FBI searches on that database. A recently released Foreign Intelligence Surveillance Court ruling confirmed that the FBI is allowed to run any number of searches it wants on that database, not only for national security probes but also to hunt for evidence of traditional crimes. No estimates have ever been released of how often that happens.

Under Section 702 of the Foreign Intelligence Surveillance Act, the NSA collects hundreds of millions of digital communications at rest and in transit from the major internet backbones running in and out of the U.S., as well as from Google, Facebook, YouTube, and other companies, involving "targets" overseas.

[Reply](#)



K. Craine May 4, 2016 at 7:30 AM

Email comment by GH:

AFI has been warning about this "private" censorship for years. Given the new revelations about Hillary's and Obama's involvement in promoting Facebook. This censorship appears to be old Soviet style government disinformation.

McCabe, D. (Apr. 15, 2016). Facebook denies that it would ever try to influence the

Court of Appeals for the Federal Circuit, panel judge in *Leader Techs v. Facebook, Inc.*, 678 F.3d 1300 (Fed. Cir. 2012). Judge Moore stood to benefit financially from undisclosed holdings in Facebook.

[See disclosure of substantial holdings in Facebook and Facebook-related stocks.](#)

Judge Moore failed to follow the long-held precedent for testing on-sale bar evidence in *Pfaff v. Wells Electronics, Inc.*—an evident and intentional omission coming from a former patent law professor. After debunking all of Facebook's evidence on appeal, Judge Moore created new argument in the secrecy of chambers to support Facebook and prevent the on-sale bar verdict from being overturned—a clear breach of constitutional due process.



Judge Evan J. Wallach, U.S. Court of Appeals for the Federal Circuit, member of the three-judge panel in *Leader Techs v. Facebook, Inc.*, 678 F.3d 1300 (Fed. Cir. 2012).

Judge Wallach is not a patent attorney. This begs the question as to why a judge with no knowledge of patent law was assigned to the case. Would anyone ask a dentist to perform brain surgery? The Federal Circuit was specially formed to appoint patent-knowledgeable judges to patent cases. There is no evidence so far in the judicial disclosures that Judge Wallach holds stock in Facebook, although when he was asked on a motion to disclose potential Facebook holdings and other conflicts of interest, he refused along with the other judges. [See Motion to Disclose Conflicts of Interest.](#) Judge Wallach continued in silence even after Clerk of Court Horbaly failed to provide him with Dr. Lakshmi Arunachalam's motions (according to his Federal Circuit staffer Valeri White), and yet the Clerk signed an order regarding that motion on Judge Wallach's behalf. [See a full analysis of these events at Donna Kline Now!](#) Judge Wallach also failed to police his court's violation of Leader's Fifth and 14th Amendment constitutional right to due process when he participated in the fabrication of new arguments and evidence for Facebook in the



election. The Hill.

<http://www.thehill.com/policy/technology/276503-facebook-employee-said-to-pose-question-about-stopping-trump-to-ceo>

Facebook is pushing back on the idea that it could tilt the scales in the presidential election against Donald Trump.

Gizmodo published a screenshot Friday of an internal poll that Facebook employees were purportedly using to decide what questions to ask CEO Mark Zuckerberg at a meeting in March.

Several of the questions concerned either the company's business position or internal matters, but one was about politics: "What responsibility does Facebook have to prevent President Trump in 2017?" Some employees apparently voted for the question to be posed to the CEO.

Gizmodo speculated that Facebook could downplay stories and posts related to Trump in its New Feed, potentially putting a damper on his campaign.

A spokesperson for the company says it cannot confirm or deny leaks but bristled at the suggestion it would seek to help or hinder any political candidate.

[Reply](#)



K. Craine May 4, 2016 at 7:50 AM

BACK IN THE USSR.

Zuckerberg is finally being exposed in the mainstream media for the crook he has always been. Because Facebook is doing this censoring, then that means the U.S government is using Facebook in their "public-private partnership" to do the censoring. Welcome to the old Soviet Union folks.

Breitbart Tech. (May 03, 2016). Former Facebook Curator: We Pick What's Trending; 'Regularly Avoid' Promoting Breitbart, The Blaze. Breitbart.

<http://www.breitbart.com/tech/2016/05/03/former-facebook-curator-we-pick-whats-trending-regularly-avoid-promoting-breitbart-the-blaze/>

A former curator of Facebook's trending news section has revealed that the company purposely suppresses content from blacklisted outlets including Breitbart News, despite Breitbart remaining in the top 25 most engaged publications on the social network for 6 months in a row.

The trending news section is located on the right-hand side of Facebook's homepage, and it links to the world's most popular and curated news headlines, frequently updating to provide a top news bulletin for Facebook's over 1 billion users. In an interview with Gizmodo, numerous former curators who wished to remain anonymous discussed the working environment at Facebook's news department and revealed that certain news outlets were favored among others.

[Reply](#)



K. Craine May 4, 2016 at 8:09 AM

NOTE TO AFI READERS.

This latest revelation of Facebook's censorship of Breitbart is getting mainstream coverage. Suggest that any time you have an opportunity to post a comment, you might post a comment like this with those who are doubting Zuckerberg's authorship of Facebook:

Americans for Innovation site exposed the fiction of Zuckerberg's authorship of Facebook long ago. Zuckerberg got Leader Technologies' social networking code from IBM Eclipse Foundation. Facebook regularly censors its activists. <http://americans4innovation.blogspot.com>

or

<http://americans4innovation.blogspot.com>

Some of the comment sections in blogs do not allow full URLs, so that is why the first way will usually get through more easily.

[Reply](#)

secretary of judge's chambers after he had just invalidated Facebook's sole remaining item of evidence (using disbelieved testimony as ostensible evidence of an opposite). Judge Wallach also failed to police his court when he failed to apply the Supreme Court's *Pfaff v. Wells Electronics, Inc.* test for on-sale bar evidence, which included even the Federal Circuit's own *Group One v. Hallmark Cards, Inc.* test—a test which Judge Lourie should have advised Judge Wallach to follow since Judge Lourie *helped write* that opinion. [Group One test omission analysis.](#)



Clerk of Court Jan Horbaly, U.S. Court of Appeals for the Federal Circuit, clerk who signed all the opinions in *Leader Techs v. Facebook, Inc.*, 678 F.3d 1300 (Fed. Cir. 2012). Clerk Horbaly and his staff obfuscated when the court's ruling was challenged by an *amicus curiae* brief revealing clear mistakes of law and new evidence. [See analysis of the misconduct and misrepresentations within the Federal Circuit Clerk of Court in Leader v. Facebook.](#) Mr. Horbaly failed to disclose his conflicts of interest and close associations with numerous Facebook attorneys

and law firms, as well as his close association with one of Facebook's largest shareholders,



Microsoft, who is a Director of The Federal Circuit Bar Association where Mr. Horbaly is an ex officio officer. Additionally, the DC Bar revealed in a written statement that Clerk Horbaly is not licensed to practice law in the District of Columbia. [Editorial: What does that make the Federal Circuit with its location within in a stone's throw of the White House? A self-governing state?]



Judge Randall R. Rader, U.S. Court of Appeals for the Federal Circuit, chief judge responsible for the (mis)conduct of his judges and Clerk of Court in *Leader Techs v. Facebook, Inc.*, 678 F.3d 1300 (Fed. Cir. 2012). Judge Rader failed to



K. Craine May 4, 2016 at 1:56 PM

Email comment by GH:

I thought you might be interested in this article:

A federal judge says he may order Democratic presidential front-runner Hillary Clinton to testify under oath about whether she used a private email server as secretary of state to evade public records disclosures.

AP. (May 04, 2016). US Judge: Clinton may be ordered to testify in records case. Fox News.

http://www.foxnews.com/politics/2016/05/04/us-judge-clinton-may-be-ordered-to-testify-in-records-case.html

Reply



dave123 May 4, 2016 at 3:53 PM

By Hyacinth Mascarenhas WhatsApp went dark in Brazil at 2pm local time on 2 May after a judge in the northeastern state of Sergipe ordered the country's main wireless operators to block access to the app for 72 hours, or face a daily fine. A judge lifted the suspension after about 24 hours following an appeal from WhatsApp's lawyers, the court said in a statement. Facebook Latin America VP arrested for denying access to WhatsApp data in drugs case The second nationwide suspension came as a result of a dispute over access to encrypted data in an ongoing case surrounding a drug trafficking investigation in a Brazilian court

Reply

Replies



dave123 May 4, 2016 at 4:36 PM

Facebook urged Brazilians to gather outside Congress in the capital Brasilia at 6 p.m. (1700 EDT) on Wednesday to rally in favor of legislation that would prevent Internet services from being blocked. Poor zuckerberg is losing some revenue, so encourages Brazilians to go out and protest. What a fucking tool.

The fallout from the ICIJ's huge Panama Papers rolls on through the halls of government and big busses like FACEBOOK Zuckerberg you stole the idea facebook and you stole the cod and the like button your JUST A FUCKING THIEF

Reply



Arasmus Dragon May 5, 2016 at 6:04 AM

LOL. Even the lame stream media could not ignore this bombshell. But wait, Obama said there was no way that Hillary compromised national security with an illegal persona server. That's obviously one criminal defending another. But shhhhhhhh, they live in their own little bubble of carefully crafted "public-private partnership" corruption.

NBC NEWS MAY 5 2016, 2:32 AM ET

Hacker 'Guccifer': I Got Inside Hillary Clinton's Server

by CYNTHIA MCFADDEN, TIM UEHLINGER and TRACY CONNOR

http://www.nbcnews.com/news/us-news/hacker-guccifer-i-got-inside-hillary-clinton-s-server-n568206

The Romanian hacker who first exposed Hillary Clinton's private email address is making a bombshell new claim – that he also gained access to the former Secretary of State's "completely unsecured" server.

"It was like an open orchid on the Internet," Marcel Lehel Lazar, who uses the devilish handle Guccifer, told NBC News in an exclusive interview from a prison in Bucharest. "There were hundreds of folders."

Reply



Linda Wilson May 5, 2016 at 6:31 AM

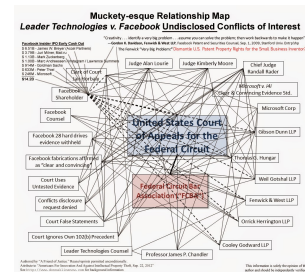
I have compiled a summary of the explosion of news coverage about Guccifer's hack of

manage his court resulting in a likely situation where his judges never even received briefs that they allegedly ruled on in favor of Facebook. Judge Rader also failed to disclose his conflicting relationships with a Leader principle with whom he may have had deep professional differences during his time at the Senate Judiciary Committee—his former professor of law at George Washington University Law Center, former Leader director Professor James P. Chandler. See analysis of Judge Rader's undisclosed conflicts of interest in Leader v. Facebook. Judge Rader also did not stop his judges from creating new arguments and evidence for Facebook in the secrecy of chambers—after they had debunked all of Facebook's evidence on appeal, which is a clear breach of constitutional due process.



Updated May 22, 2015

Click here to view a Federal Circuit Leader v. Facebook Conflicts of Interest Map.



See "Cover-up In Process At The Federal Circuit?" Donna Kline Now! Sep. 17, 2012.

Leader v. Facebook Legal Research Links

NOTICE: Opinion

This is an opinion blog. Any information contained or linked herein should be independently verified and should be considered the sole opinion of the writer. Free Speech and Freedom of the Press are protected by the First Amendment of the U.S. Constitution and other local, state, national and international laws. Therefore, as with all opinion, such opinion should not be relied upon without independent verification.

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Hillary Clinton's personal server:

RT: Hacker 'Guccifer,' who uncovered Clinton's private emails, to be extradited to US
<https://www.rt.com/usa/334846-romanian-hacker-guccifer-extradition/>

NEW YORK POST: Hillary hacker brags server was 'completely unsecured'
<http://nypost.com/2016/05/05/hillary-hacker-brags-server-was-completely-unsecured/>

NEW YORK POST: Infamous hacker 'Guccifer' appears in US court
<http://nypost.com/2016/04/01/infamous-hacker-guccifer-appears-in-us-court/>

FOX NEWS: Romanian hacker Guccifer: I breached Clinton server, 'it was easy'
<http://www.foxnews.com/politics/2016/05/04/romanian-hacker-guccifer-breached-clinton-server-it-was-easy.html>

NBC NEWS: Hacker 'Guccifer': I Got Inside Hillary Clinton's Server
<http://www.nbcnews.com/news/us-news/hacker-guccifer-i-got-inside-hillary-clinton-server-n568206>

NEW YORK TIMES: For Guccifer, Hacking Was Easy. Prison Is Hard.
www.nytimes.com/2014/11/11/world/europe/for-guccifer-hacking-was-easy-prison-is-hard-.html

NEW YORK TIMES: The Man Behind the Hacking: Talking to Guccifer
<http://www.nytimes.com/times-insider/2014/11/21/the-man-behind-the-hacking-talking-to-guccifer/>

THE HACKER NEWS: Infamous Hacker Guccifer' appears in US Court after Extradition
<http://thehackernews.com/2016/04/guccifer-hacker-extradited.html>

HUFFPOST: No 'Coincidence' Romanian Hacker Guccifer Extradited Amid Clinton Probe
http://www.huffingtonpost.com/entry/hacker-guccifer_us_57084c7ce4b0142232491ad2

GAWKER: Hacker Guccifer Claims He Broke Into Hillary Clinton's Email Server
<http://gawker.com/hacker-guccifer-claims-he-broke-into-hillary-clintons-e-1774786170>

[Reply](#)

▼ Replies



M. S. [May 5, 2016 at 6:36 AM](#)

The Clinton campaign denies any hack ever happened. But wait a minute. It was Guccifer who first revealed that he hacked Sidney Blumenthal's AOL email account and that was how he discovered reference to Hillary's personal clintonmail.com server account. Clinton and her campaign surrogates all lie as easily as they breath... how can anyone vote for her knowing this?

[Reply](#)



K. Craine [May 5, 2016 at 1:51 PM](#)

Email comment by TH:

Here's more coverage on Facebook-US government censorship of conservative groups and points of view:

THE FEDERALIST

Staff. (May 3, 2016). Surprise! Facebook Blacklists Trending Topics And Conservative News Outlets. The Federalist.

<http://thefederalist.com/2016/05/03/surprise-facebook-blacklists-trending-topics-and-conservative-news-outlets/>

[Reply](#)



K. Craine [May 5, 2016 at 1:55 PM](#)

Email comment by TH:

PROOF THAT SELF-DECEPTION IS A WAY OF LIFE AT THE WHITE HOUSE:

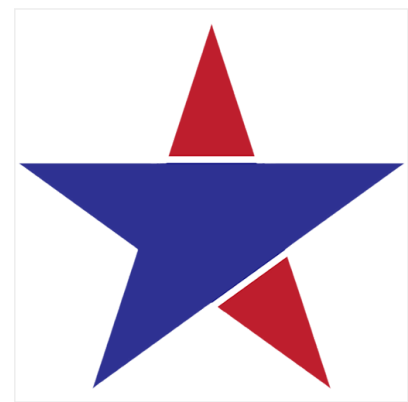
Smith, L. (May 5, 2016). Obama's Foreign Policy Guru Boasts of How the Administration Lied to Sell the Iran Deal. The Weekly Standard

U.S.C. 106(a)-117 of the United States Copyright Act, in addition to any and all other related and relevant privileges to which a fair and reasonable person would attribute to this grassroots effort to root out corruption and promote justice. No rights whatsoever to third party content are claimed or implied.

AFI LOGO (with text)



AFI LOGO (no text)



CORRUPTION WATCH LIST

Faces of the Facebook Corruption (PDF) (currently being updated after the Fri. Mar. 7, 2014 Scribd censorship of this document:

Here is the cast of characters in *Leader v. Facebook*. We encourage you to report their corrupt activities to this site and others, like [Lawless America](#). Feel free to communicate anonymously in any way in which you are most comfortable. The attempt of these people and their organizations to corrupt American justice and commerce cannot be tolerated. Vigilance. We will expose them. See [Congressional Briefings](#) (currently being updated after Scribd censored the documents on Fri. Mar. 7, 2014).

A. Facebook's law firms:

1. Fenwick & West LLP (Facebook securities and patent law firm; former Leader Technologies counsel; attempted an appearance in *Leader v. Facebook*; did not seek conflicts waiver from Leader prior to

It's hardly any wonder that Deputy National Security Adviser Ben Rhodes has a "mind meld" with his boss, the president. According to a David Samuels New York Times Magazine article to be published Sunday and already posted to the website, Rhodes, like Barack Obama, is contemptuous of "the American foreign-policy establishment." What Obama calls the "Washington playbook" dictating the sorts of responses available to American policymakers, Rhodes calls the "Blob."

The Blob includes "editors and reporters at The New York Times, The Washington Post, The New Yorker," etc. It also encompasses, according to Rhodes, Obama's former secretary of state Hillary Clinton, and the administration's first defense secretary Robert Gates. Presumably Leon Panetta, former Pentagon chief and CIA director, who goes on the record to criticize Rhodes and the president, is also part of the Blob, alongside "other Iraq-war promoters from both parties who now whine incessantly about the collapse of the American security order in Europe and the Middle East." In other words, the emotion driving the administration's foreign policy is contempt—contempt for allies, colleagues, and the generations of American policymakers who built the post-WWII international order, ensuring relative global stability, and peace and prosperity at home.

[Reply](#)



dave123 May 5, 2016 at 6:35 PM

We've found evidence of Blumenthal discussing foreign intelligence with John Kornblum, a 25-year veteran of the State Department, as well as Tyler Drumheller, who ran CIA operations across Europe.

It was this network that provided the basis for Blumenthal's memos to Clinton.

The Private Email Spook Behind Hillary's Secret Spy Network

We've learned Blumenthal attempted to lobby Clinton on behalf of Bidzina Ivanishvili, a friend of Vladimir Putin who became the prime minister of Georgia.

[Reply](#)

▼ [Replies](#)



K. Craine May 5, 2016 at 7:06 PM

Biddle, S. (Mar. 31, 2015). The Private Email Spook Behind Hillary's Secret Spy Network. Gawker.

<http://gawker.com/the-private-email-spook-behind-hillarys-secret-spy-netw-1694572042>

Over the last week we've been writing about a series of deeply suspicious emails sent by former journalist and Clinton family adviser-fixer-creep Sidney Blumenthal. Blumenthal is well-known in political and media circles—but despite his apparent power, he's unknown outside of D.C. and New York. Let's get to know Hillary's private email spook, and his shadowy under-the-table intelligence operations.

[Reply](#)



dave123 May 6, 2016 at 1:49 PM

<http://gawker.com/the-private-email-spook-behind-hillarys-secret-spy-netw-1694572042>

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dave123 May 6, 2016 at 3:16 PM

<https://uk.news.yahoo.com/facebook-spent-12-5m-mark-095055234.html?hnp=1>
Facebook spent \$12.5m on Mark Zuckerberg's security in past 3 years
The disclosure was made by the social network site when the US Securities and Exchange Commission (SEC) questioned why the costs were not listed in the filing. Facebook, in its response, said what exempted the company from reporting the expense was a "business-oriented security concern" for Zuckerberg.
THIS IS A TYPICAL TRAIT OF A LIAR AND A THIEF

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representing Facebook)

2. **Cooley Godward LLP** (Facebook law firm in *Leader v. Facebook*; McBee Strategic energy stimulus partner; Obama Justice Dept. advisor; former employer to patent judges)
3. **Blank & Rome LLP** (Facebook law firm in *Leader v. Facebook*; former employer to patent judges)
4. **White & Case LLP** (Facebook law firm in *Leader v. Facebook*; undisclosed former employer to Patent Office Freedom of Information Act (FOIA) officer involved in *Leader v. Facebook*)
5. **Gibson Dunn LLP** (Facebook law firm in *Leader v. Facebook*; undisclosed counsel to the Federal Circuit; undisclosed protégé of Chief Justice John Roberts, Jr.; undisclosed former employer to Preetinder ("Preet") Bharara, U.S. Attorney currently persecuting Paul Ceglia in *U.S. v. Ceglia (Ceglia v. Zuckerberg)*)
6. **Orrick Herrington LLP** (longtime Facebook law firm and destroyer of evidence for the cabal in *Winkevoss v. Zuckerberg* and *ConnectU v. Facebook*)
7. **Weil Gotshal LLP** (Federal Circuit counsel in *Leader v. Facebook*; Judge Kimberly A. Moore's undisclosed former client)
8. **Latham & Watkins LLP** (Facebook Director James W. Breyer's counsel; Judge Kimberly A. Moore's husband, Matthew J. Moore's new law firm)
9. **Federal Circuit Bar Association** ("FCBA") (Federal Circuit's bar association; second largest in the U.S.; Facebook's law firms exert much influence in its policy and activity, incl. Fenwick & West LLP, Gibson Dunn LLP, Orrick Herrington LLP, Weil Gotschal LLP; Facebook's large shareholder, Microsoft, is a director; Federal Circuit Clerk of Court Jan Horbaly is an officer; FCBA made an appearance in *Leader v. Facebook* to oppose the *amicus curiae* (friend of the court) motion of Dr. Lakshmi Arunachalam, former Director of Network Architecture at Sun Microsystems, in favor of Leader Technologies and objecting to the evident conflicts of interest within the court itself, her motion was denied, the judges refused to disclose their conflicts which we now know include Facebook and Microsoft stocks)
10. **DC Bar Association**
11. **Perkins Coie LLP** (Facebook's "rapid response enforcement team;" law firm for Obama's chief counsels, the husband and wife team of Robert F. Bauer and Anita B. Dunn; Bauer was identified on Aug. 1, 2013 as having directed the IRS targeting of the Tea Party)
12. **Stroz Friedberg** (Facebook's "forensic expert" who manipulated the data in *Paul Ceglia v. Mark Zuckerberg*, and who first revealed the existence of 28 Zuckerberg hard drives and Harvard emails that they told Leader Technologies in 2009 were "lost")
13. **Chandler Law Firm Chartered** (Professor James P. Chandler, III, principal; Leader Technologies

e **dave123** May 6, 2016 at 4:09 PM

Facebook paid up to \$65m - \$20m cash and a 1.25m shares - to end a lawsuit in which Mark Zuckerberg, now its chief executive, was accused of stealing the idea for the social networking site from a company called ConnectU.

The case, brought against Zuckerberg by three former classmates, Divya Narendra and the brothers Tyler and Cameron Winklevoss, had threatened to derail Facebook.

But though both sides had promised to keep the details of the settlement secret, the law firm representing ConnectU proclaimed the amount in a newsletter it sent out in January. The detail was picked up by the Recorder, a San Francisco-based legal publication. AND THE BIG SECRET WAS the Winklevoss knew how and from who Zuckerberg stole the idea Facebook from Facebook was never Zuckerberg or the Winklevoss IDEA <http://economictimes.indiatimes.com/tech/internet/facebook-loses-first-round-in-suit-over-storing-biometric-data/articleshow/52140910.cms>

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e **dave123** May 6, 2016 at 5:18 PM

The Revolution Will Be Digitized

John Doe
https://panamapapers.icij.org/20160506-john-doe-statement.html?mc_cid=5511221b81&mc_eid=335501b33a

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e **dave123** May 7, 2016 at 2:06 PM

<http://panamapapers.sueddeutsche.de/articles/572c897a5632a39742ed34ef/>
<http://panamapapers.sueddeutsche.de/articles/572c897a5632a39742ed34ef/>

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e **dave123** May 7, 2016 at 5:04 PM

"Shell companies are often associated with the crime of tax evasion. But the Panama Papers show beyond a shadow of a doubt that although shell companies are not illegal, by definition they are used to carry out a wide array of serious crimes," the source wrote. "Income inequality is one of the defining issues of our time."

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e **dave123** May 7, 2016 at 5:22 PM

<http://www.theguardian.com/news/video/2016/apr/08/how-david-cameron-dodged-the-panama-papers-questions-video-explainer>

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e **dave123** May 7, 2016 at 5:34 PM

The revelations of the so-called Panama Papers that are roiling the world's political and financial elites this week include important facts about Team Clinton. This unprecedented trove of documents purloined from a shady Panama law firm that arranged tax havens, and perhaps money laundering, for the globe's super-rich includes juicy insights into how Russia's elite hides its ill-gotten wealth.

Almost lost among the many revelations is the fact that Russia's biggest bank uses The Podesta Group as its lobbyist in Washington, D.C. Though hardly a household name, this firm is well known inside the Beltway, not least because its CEO is Tony Podesta, one of the best-connected Democratic machers in the country. He founded the firm in 1998 with his brother John, formerly chief of staff to President Bill Clinton, then counselor to President Barack Obama. Mr. Podesta is the very definition of a Democratic insider. Outsiders engage the

patent counsel; adviser to IBM and David J. Kappos; adviser to Eric H. Holder, Jr. and the U.S. Department of Justice; author of the Economic Espionage Act of 1996 and the Federal Trade Secrets Act)

B. Facebook attorneys & cooperating judges:

14. **Gordon K. Davidson** (Fenwick; Facebook's securities and patent attorney; Leader Technologies' former attorney)
15. **Christopher P. King** (aka Christopher-Charles King aka Christopher King aka Christopher-Charles P. King, Fenwick & West LLP)
16. **Theodore B. Olson** (Gibson Dunn)
17. **Thomas G. Hungar** (Gibson Dunn)
18. **Eric H. Holder, Jr.** (Attorney General, U.S. Dept. of Justice)
19. **James Cole** (Deputy Attorney General, U.S. Dept. of Justice)
20. **Tony West** (Associate Attorney General, U.S. Dept. of Justice; 2008 Obama California Campaign Manager)
21. **Robert F. Bauer** (Obama Attorney; White House Chief Counsel; directed IRS targeting of the Tea Party; formerly and currently employed by Perkins Coie LLP, Facebook's "rapid response enforcement team;" spouse is Anita B. Dunn)
22. **Anita B. Dunn** (Obama Attorney; White House Chief Counsel; husband Robert F. Bauer directed IRS targeting of the Tea Party, formerly employed by Perkins Coie LLP, Facebook's "rapid response enforcement team")
23. **Mary L. Schapiro** (former Chairman, Securities & Exchange Commission (S.E.C.); holds investments in 51 Facebook Club basket funds)
24. **James "Jamie" Brigagliano** (former Deputy Director of the Division of Trading and Markets at the Securities and Exchange Commission; Mary L. Schapiro's chief lieutenant on "dark pool" rule making)
25. **Joseph P. Cutler** (Perkins Coie)
26. **David P. Chiappetta** (Perkins Coie)
27. **James R. McCullagh** (Perkins Coie)
28. **Ramsey M. Al-Salam** (Perkins Coie)
29. **Grant E. Kinsel** (Perkins Coie)
30. **Reeve T. Bull** (Gibson Dunn)
31. **Heidi Keefe** (Cooley)
32. **Michael G. Rhodes** (Cooley; Tesla Motors)
33. **Elizabeth Stameshkin** (Cooley)
34. **Donald K. Stern** (Cooley; Justice Dept. advisor)
35. **Mark R. Weinstein** (Cooley)
36. **Jeffrey Norberg** (Cooley)
37. **Ronald Lemieux** (Cooley)
38. **Craig W. Clark** (Blank Rome)

Podestas and their well-connected lobbying firm to improve their image and get access to Democratic bigwigs.
<http://observer.com/2016/04/panama-papers-reveal-clintons-kremlin-connection/>

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dave123 May 8, 2016 at 2:04 AM

<http://www.cbsnews.com/videos/hacking-your-phone/>
 "Hacking Your Phone" which ... SS7

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39. **Tom Amis** (Cooley / McBee Strategic)
40. **Erich Veitenheimer** (Cooley / McBee Strategic)
41. **Roel Campos** (Cooley; former Commissioner of the U.S. Securities & Exchange Commission at the time of the infamous Facebook 12(g) exemption)
42. **Lisa T. Simpson** (Orrick)
43. **Indra Neel Chatterjee** (Orrick)
44. **Samuel O'Rourke** (Facebook; Cooley-directed)
45. **Theodore W. Ulyot** (Facebook; Cooley-directed)
46. **Amber H. Rover**, aka **Amber L. Hagy** aka **Amber Hatfield** (Weil Gotshal LLP; Judge Kimberly A. Moore's former client)
47. **Edward R. Reines** (Weil Gotshal)
48. **Trish Harris** (DC Bar Association)
49. **Elizabeth A. Herman** (DC Bar Association)
50. **Elizabeth J. Branda** (DC Bar Association)
51. **David J. Kappos** (former Patent Office Director; former IBM chief intellectual property counsel; ordered unprecedented 3rd reexam of Leader Technologies' patent; Obama political appointee)
52. **Preetinder ("Preet") Bharara** (U.S. Attorney *Ceglia v. Zuckerberg*; formerly of Gibson & Dunn LLP; protects Zuckerberg)
53. **Thomas J. Kim** (SEC Chief Counsel)
54. **Anne Krauskopf** (SEC Special Sr. Counsel)
55. **John G. Roberts, Jr.** (Chief Justice, U.S. Supreme Court)
56. **Jan Horbaly** (Federal Circuit, Clerk of Court)
57. **Kimberly A. Moore** (Judge, Federal Circuit)
58. **Matthew J. Moore** (Latham & Watkins LLP; husband of Judge Kimberly A. Moore)
59. **Kathryn "Kathy" Ruemmler** (Latham & Watkins LLP; White House counsel)
60. **Evan J. Wallach** (Judge, Federal Circuit)
61. **Alan D. Lourie** (Judge, Federal Circuit)
62. **Randall R. Rader** (Chief Judge, Federal Circuit)
63. **Terence P. Stewart** (Federal Circuit Bar Association)
64. **Leonard P. Stark** (Judge, Delaware U.S. District Court)
65. **Richard J. Arcara** (Judge, N.Y. Western District, *Ceglia v. Holder et al*)
66. **Allen R. MacDonald** (Administrative Judge, U.S. Patent Office)
67. **Stephen C. Siu** (Administrative Judge, U.S. Patent Office)
68. **Meredith C. Petravick** (Administrative Judge, U.S. Patent Office)
69. **James T. Moore** (Administrative Judge, U.S. Patent Office)
70. **Pinchus M. Laufer** (Sr. Counsel, Patent Trial and Appeal Board, PTAB)

Hillary Clinton Crimes:

Facebook Witness Tampering & Election Rigging

verified by recent FOIA releases of emails from her private email server in *Judicial Watch v. U.S. State Department*, Case No. F-2013-06356, Doc. Nos. C05516676, C05516677. Prepared May 05, 2016.

Nov. 19 **Leader Technologies sued Facebook for social networking patent infringement** in federal court. *Leader Technologies, Inc. v. Facebook, Inc.*, 08-cv-862-JJF (D. Del. 2008)



Hillary Crime #1
WITNESS TAMPERING
 18 U.S. Code § 1512
 Tampering with witnesses
(Leader v. Facebook)



Hillary Crime #2
U.S. ELECTION RIGGING
 Hatch Act — CFR 733.106
 Prohibited political activities

Jul 27 **Leader v. Facebook proved Facebook infringes Leader's patent on 11 of 11 claims**, yet Obama Judge Leonard P. Stark protected Facebook with attorney-fabricated evidence and no disclosure of his financial and relationship conflicts of interest with Obama, Hillary, Facebook and James P. Chandler, III, a Leader witness and NSA / Justice Department advisor



- Nov 07 Obama elected
- Jan 13 Hillary registered private email server
- Jan 20 Obama inaugurated
- Jan 21 Hillary confirmed Secretary of State
- Mar 21 Hillary promoted Facebook "eDiplomacy"
- Apr 15 Obama ordered all FOIA requests vetted thru White House (read: stonewalling)
- May 26 Russian Yuri Milner invested \$200m in Facebook **NSA collusion**
- Jun 06 Facebook started feeding data to NSA (Source: Snowden leaks)
- Jul 09 Sidney Blumenthal wrote Facebook into Hillary CFR speech
- Jul 15 Hillary CFR speech promoted Facebook
- Sep 26 Hillary paid \$120K to Facebook Dmitry Shevelenko for U.S. "template for winning elections" **\$120,000**
 THIS HILLARY CONTRACT WITH FACEBOOK PROVES WITNESS TAMPERING AND U.S. ELECTION RIGGING CRIMES
 Doc. No. C05516677 **PROOF**
- Apr 01 Patent Office started Facebook page
- Apr 03 Facebook's Dmitry Shevelenko confirmed election rigging work for Hillary to *The Hill*
- Aug 10 Obama appointed Judge Leonard P. Stark **\$265,000**
 Sep 30 Hillary paid \$265k more to Facebook for U.S. "template for winning elections" **MORE PROOF OF CRIME**
 Doc. No. C05516676 **MORE PROOF**
- Nov 02 U.S. midterm elections

This is part of the proof that Hillary Clinton should be prosecuted for high crimes.



Americans for Innovation <http://americans4innovation.blogspot.com>

This document and links may contain opinion that should not be relied upon without independent verification. Think for yourself. Rev. Apr. 08, 2016.



Hillary's version of stonewalled emails: Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts

17a. CONTRACTOR/OFFEROR CODE 196337864 FACEBOOK 1601 S CALIFORNIA AVE PALO ALTO, CA 94304-1111	1 Name deleted from GSA database	18a. PAYMENT WILL BE MADE BY GLOBAL FIN. SVCS (RM/GFS/ADO/FM) CHARLESTON, SOUTH CAROLINA PO BOX 150008; Fax To: 1-866-483-3436 OFFICE OF CLAIMS (RM/GFS/F/C) CHARLESTON, SC 29415-5008
Contact Dmitry Shevelenko Telephone No. 650-644-6753	Duns	

Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	Facebook pages to build an international community to discuss relevant issues of the day. Services will priced as "cost per click" or CPM ad. The annual cost of this purchase shall not exceed \$145,000.00 Contracting Officer Representative is David Shelby, (202) 453-8454.	1.00	EA	\$265,000.00	\$265,000.00

2 (circled in red) points to the annual cost limit of \$145,000.00.

3 (circled in red) points to the Total Cost of \$265,000.00.

4 (circled in blue) points to the GSA database showing only \$145,000.

5 (circled in blue) points to the \$120,000 unaccounted for.

Dmitry Shevelenko's LinkedIn Profile (while under contract with Hillary):

6 *"Politics and November 2010: Developed Facebook's political advertising . . . for November 2010 elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising"*

General Services Administration (GSA) Federal Procurement Data System, "THE FACEBOOK, INC", accessed Apr. 29, 2016

https://beta.fpdsg.com/fpdsg_cms/index.php

Contracts now **missing** from availability on the Federal Procurement Data System as of May 04, 2016

Contract No.	Part No.	Date Signed	Issuer	Deliver to	Award Amount	Description
SAQMMMA09M1870	0	Sep. 26, 2009	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	\$ 120,000	Communications services
PC10825	0	Apr. 09, 2010	Department of State	Peace Corp	168,000	Advertising services
PC10825	2	Aug. 19, 2010	Department of State	Peace Corp	40,000	Advertising services
PC10825	3	Sep. 01, 2010	Department of State	Peace Corp	40,800	Advertising services
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	145,000	Communications services (GSA version, \$120,000 less than Hillary version)
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	120,000	Communications services (Hillary version, added \$120,000)
PC10825	4	Dec. 06, 2010	Department of State	Peace Corp	22,636	Advertising services
PC10825	5	Mar. 07, 2011	Department of State	Peace Corp	19,750	Advertising services
SSA70011M3029	0	Sep. 28, 2011	Department of State	American Embassy Riyadh	10,000	Newspaper and Periodicals
SAF20013M0397	0	Jan. 03, 2013	Department of State	American Embassy Kabul	15,600	Office equipment
					\$ 701,786	

Hillary Clinton versions of these contracts were released by the State Department by FOIA court order in *Judicial Watch v. Dept. of State*, Case No. F-2013-06356, Apr. 03, 2014.

SAQMMMA09M1870	0	Sep. 26, 2009	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	\$ 120,000	Communications services
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	145,000	Communications services (GSA version, \$120,000 less than Hillary version)
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	120,000	Communications services (Hillary version, added \$120,000)

<http://www.fbcoverup.com/docs/library/2009-09-26-Facebook-Contract-with-State-Dept-SAQMMMA09M1870-Judicial-Watch-v-US-Dept-of-State-Case-No-F-2013-06356-Doc-No-C05516677-04-03-2014-Sep-26-2009.pdf>

<http://www.fbcoverup.com/docs/library/2010-09-30-Facebook-Contract-with-State-Dept-SAQMMMA09M1870-Judicial-Watch-v-US-Dept-of-State-Case-No-F-2013-06356-Doc-No-C05516676-04-03-2014-Sep-30-2010.pdf>

**Hillary's version of stonewalled emails:
Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts**

1 Name deleted from GSA database

2 Facebook pages to build an informational community to discuss relevant issues of the day.

3 Total Cost: \$265,000.00

4 GSA database shows only \$145,000

5 \$120,000 unaccounted for

6 "Politics and November 2010: Developed Facebook's political advertising... for November 2010 elections... to drive votes... Established a template for winning elections using advanced Facebook advertising"

Dmitry Shevelenko's LinkedIn Profile (while under contract with Hillary):

FIG. 4—Evidence of collusion among Hillary Clinton, State Department, Facebook and Dmitry Shevelenko. Two State Department contracts with Facebook in 2009-2010 have just emerged in the latest trove of Hillary Clinton emails. The first \$120,000 contract on Sep. 26, 2009, was for State Department "communications services." According to GSA records, the next three contracts paid \$250,000 for "Peace Corp advertising services." Then, a \$265,000 contract on Sep. 30, 2010 was issued for more State Department "communications services." Dmitry Shevelenko's LinkedIn Profile reveals his true agenda for these contracts: November 2010 election manipulation.

Source: Eclipse.

<http://www.fbcoverup.com/docs/library/2016-04-27-Dmitry-Shevelenko-Profile-LinkedIn-accessed-Apr-27-2016.pdf>



Dmitry Shevelenko

Business - Uber Developer Platform

3rd PREMIUM

San Francisco Bay Area | Internet

- Current** Uber, Zoom
- Previous** LinkedIn, Pulse News (acquired by LinkedIn), Facebook
- Education** Columbia University in the City of New York

Connect Send Dmitry InMail

500+ connections

https://www.linkedin.com/in/dmitryshevelenko

Contact Info

Posts

Published by Dmitry



Everyone loves a Facebook controversy

June 30, 2014

Background

Summary

Enabler of 1+1 = 5

Sit at the intersection of product, partnerships, and business creativity.

Specialties: Business Development, Product Management, Product Strategy, Go-to-Market, Monetization, Platforms, Developer Ecosystems, Mobile Consumer Internet, Native Advertising, Virtual Currencies, Subscription Economics, Strategic Sales, International Expansion, Team Building, Hustle

Experience

Business - Uber Developer Platform

Uber
August 2014 – Present (1 year 9 months)



Run global BD for the Uber Developer Platform and emerging verticals
Check out some of what has launched here: developer.uber.com/showcase

Ads You May Be Interested In



First our Series A...

and now MapD's officially cool! Download Gartner's 2016 Cool Vendor report.



Visual hacking is real

Follow the Visual Privacy Advisory Council (VPAC) to learn more.



MS in Internet Marketing

Get a Master's in Internet Marketing, classes are online. Learn more now!

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Head of Product Partnerships @ Uber



Sara Ittelson
Product Partnerships at Uber



Zoran Martinovic
Director, Product Partnerships at Uber



David Richter
VP, Strategic Initiatives, Uber



Ed Baker
Head of Growth at Uber



Jeff Miller
Director of Business Development &



People also viewed
Matt Wyndowe Head of Product Partnerships @ Uber

Advisor

Zuum

2014 – Present (2 years)



Product Management

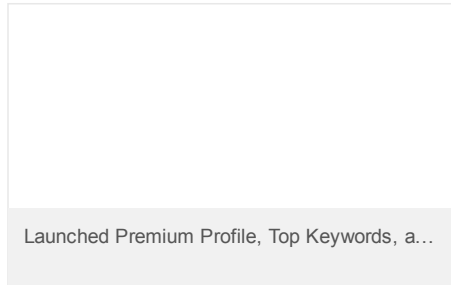
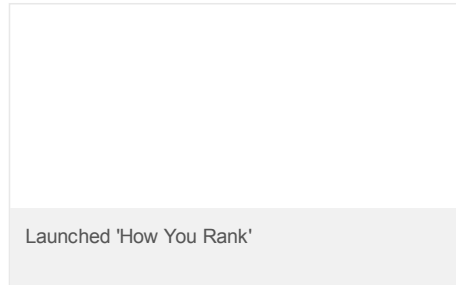
LinkedIn

April 2013 – August 2014 (1 year 5 months)



Conceived and built the How You Rank, Premium Profile, Custom Backgrounds, Top Keywords, Expanded Search Listing, and Premium Spotlight Subscription products with a rockstar team of engineers, data scientists, user researchers, and designers.

Led the company-wide effort to begin directly monetizing the consumer market via a lower-priced subscription (\$10/month).



VP Product, Head of Monetization

Pulse News (acquired by LinkedIn)

January 2012 – May 2013 (1 year 5 months) | San Francisco Bay Area



Pulse was acquired in April 2013 by LinkedIn for \$90MM and is now powering LinkedIn's content stack!

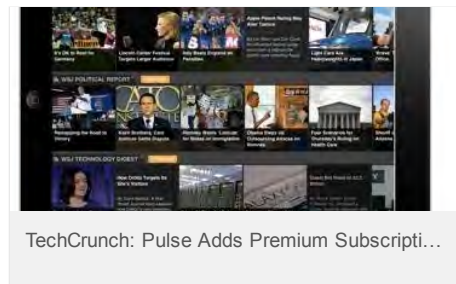
Led all product management, strategy, and operations for Pulse's monetization.

Branded Content Marketing Solutions:

Partnered with the world's top brands to build a native storytelling platform that empowers them to converse with their customers through high-quality content. Forbes called it a "holy grail" brand marketing solution that rivals Superbowl commercials in its effectiveness and focus on user engagement. Proud to have helped usher in a new era of mobile marketing that prioritizes user experience and value-based interactions with brands.

Premium Subscriptions with the Wall Street Journal:

Spearheaded all BD and product development for Pulse's Premium Subscriptions partnership with The Wall Street Journal. This unprecedented product partnership lets users buy Pulse-only versions of the WSJ for only \$.99/month, for the first time letting users purchase Journal content through a completely frictionless iTunes payments integration.



SVP Global Operations and Board Director at Uber Technologies Inc.



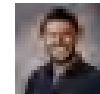
Marco Mahrus

Director, Partner Management



Emil Michael

SVP of Business at Uber



Ari Friedland

Head of Mobile Partnerships at Uber

How You're Connected

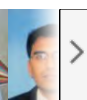


You



Dmitry Shevelenko

People Similar to Dmitry



Zoran Martinovic 3rd

Director, Product Partnerships at Uber Connect

Ads You May Be Interested In



Customer Service Success
6 Tips To Make Customers Fall in Love with Your Self Service Community



Are you an MSP?
Learn more about how to deliver managed services for AWS, Azure and Google



Sign Up for Google Apps
Run your business on Google tools. Get email, storage & 24/7 support.



Shevelenko, Chung Discus...

Payments Partnerships & Mobile Payments

Facebook

2011 – 2012 (1 year) | Palo Alto, CA



Managed key strategic partnerships and business development with payment providers for the Facebook Platform:

- *Mobile Payments
- *Carrier Billing and Mobile Aggregators
- *International & Alternative Payments
- *In-App Offers
- *Virtual Currency Management

India Landing Team

Facebook

August 2010 – May 2011 (10 months)



Relocated to Hyderabad for a year to hire & build a global advertising operations team in Facebook's India office. 0 to 100 employees in 9 months.

Relationship Manager

Facebook

February 2009 – August 2010 (1 year 7 months)



Social Gaming:

Worked with Facebook's biggest advertisers to scale and optimize their performance marketing efforts. Managed the entire Zynga ads relationship as they grew to become Facebook's largest advertiser at the time. Helped industry leaders achieve record acquisition numbers and ROI.

Politics and November 2010:

Developed Facebook's political advertising go-to-market strategy for the November 2010 elections. Worked with agencies and campaigns and help them use Facebook Ads & Pages to drive awareness, persuasion, fundraising, and votes. Established a template for winning elections using advanced Facebook marketing.

User Analyst

Facebook

July 2008 – February 2009 (8 months)



New Product Development

Time Inc Home Entertainment

June 2007 – October 2007 (5 months)



Researched, evaluated, and negotiated with potential partners for Time Inc.'s publishing and retail distribution services. Managed production of SI Golf Calendar.

Associate Publisher

Inside New York

March 2006 – March 2007 (1 year 1 month)

Published and managed production of the 2007 edition of the largest NYC guidebook for students and young adults.



Patents

Punch Card Loyalty Program in a Social Networking System

United States 20130262212

Issued April 2, 2012

Organizations

Matter Ventures

Mentor to startups

Starting 2013

Matter is a start-up accelerator and early stage venture capital firm that supports and invests in media entrepreneurs building ventures that make society more informed, connected, and empowered. www.matter.vc

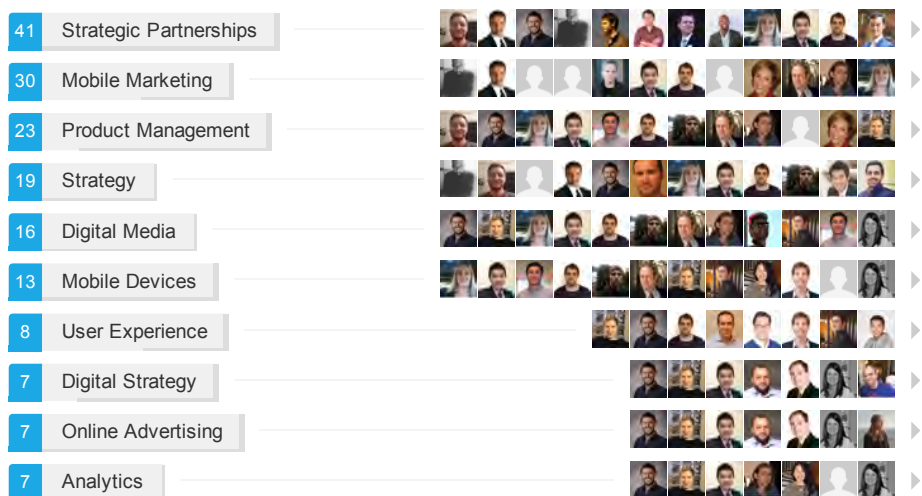
Languages

Russian

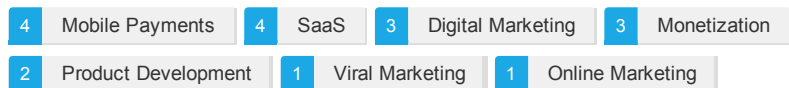
French

Skills

Top Skills



Dmitry also knows about...



Education

Columbia University in the City of New York

BA, Anthropology, Political Science

Original anthropological research on social networking.

Ethnographic study of symbiotic relationship between public education and gentrification in Manhattanville.

Thesis on the executive leadership of the CIA



Volunteer Experience & Causes

Opportunities Dmitry is looking for:

- Joining a nonprofit board
- Skills-based volunteering (pro bono consulting)

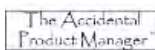
Groups



The Future of Medical...
569 members
[+ Join](#)



MEX: User Experience
1,331 members
[+ Join](#)



The Accidental Produ...
21,759 members
[+ Join](#)



BASE (BAY AREA SO...
12,830 members
[+ Join](#)



McKinsey Quarterly
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Creative Product Man...
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Google, Facebook prepare for political ad bonanza in midterm elections

By Kim Hart | 04/03/10 07:06 PM EDT

Google and Facebook are expanding their political advertising sales teams as mid-term election campaigns around the country start to mobilize.

The two companies are among the most recognizable Internet brands to consumers, and both firms have the ability to place highly-targeted ads on the computer screens of millions of voters based on the browsing habits and personal data they've collected.

The companies are also pushing campaigns to integrate their online and offline campaigns, allowing TV commercials to send the same messages as online ads and YouTube videos.

Google's Ann Arbor, Mich., advertising sales office will handle most of the political campaigns, and it recently brought on Andrew Roos, a former campaign manager, to be an AdWords account executive of its election and issue advocacy advertising team.

"We're ready for online political ads to go more mainstream this year," said Peter Greenberger, Google's chief evangelist for the political sales team.

Facebook recently created a two-person political ad team at its Palo Alto headquarters and plans to devote more staff as Election Day gets closer.

Presidential and high-profile congressional races were the first to dedicate resources and money to online campaign tools. Most notably, President Barack Obama leveraged YouTube, social networks and online fundraising tools to spread his message and capture the attention of younger voters.

More recently, Massachusetts Republican Scott Brown used Google ads, mobile applications and text messages to spur voters to elect him to Sen. Ted Kennedy's vacant seat.

"The test for 2010 is, can this medium be as beneficial for local candidates as it is for national candidates?" Greenberger said. "We knew after 2008 that 2010 would be the next big opportunity."

He expects online campaign work to spike during primary season, starting in May before peaking in October before the general election. He's encouraging campaigns to spend at least 10 percent of their budgets on Internet advertising.

By comparison, Obama spent 4 percent of his budget online. In 2004, the average online political ad spending for campaigns was 0.8 percent, Greenberger said.

Facebook says it's too soon to make spending predictions, but early interest suggests that campaigns are already factoring the web into their overall budgets.

"We're relying on the largest campaign committees to spread the word to candidates," said Adam Conner, associate manager of public policy for Facebook. "We're seeing increasing levels of awareness of folks who help set the budgets of the campaigns, so there's already internal buy-in."

Greenberger said Google is moving beyond the simpler direct response ads that have so far dominated elections to focus more on persuasion ads. For example, instead of listing links to candidates' web sites and email lists, Google wants campaigns to think about ads that will get voters to take action by creating videos on YouTube, which is owned by Google, that can go viral.

"If healthcare is a top issue for a candidate, this is the time to capture supporters, while the debate is still fresh," Greenberger said. "You have to get to people while there's still interest. In three months, people may not be talking about it as much."

Campaigns have also taken note of Google's "network blasts," which blanket ads on the web pages viewed by residents in their district or state. Scott Brown, for example, made good use of the blasts in the days leading up to the special election.

Facebook says that while Google is effective at fundraising and adding names to email lists, the younger company may serve better on targeting ads to specific demographics.

"Our core strength is using the social graph to find out who your friends are voting for," said Dmitry Shevelenko, Facebook's political advertising sales specialist.

Facebook is encouraging campaigns to add "fan box widgets" on the front of their web sites, so users can automatically become the candidate's fan on Facebook. For the first time, Facebook is allowing candidates to target all the voters in their state with ads on its homepage -- the pages users see first when they log onto Facebook.

"We're basically allowing a statewide campaign to own Facebook for that day," Conner said.

Facebook is also introducing a feature that lets campaigns run ads targeted to people who have at least one friend who is a "fan" of the candidate.

“You get to introduce your candidate through the lens of existing supporters who are your friends,” Shevelenko said.

Because of the growing dissatisfaction with some Democratic policies, Greenberger expects anti-incumbent campaigns to take full advantage of the web “because they’ve got nothing to lose...and they have the willingness to try to something new to get an edge.

Meanwhile, Facebook says it’s come a long way in figuring out how to engage web users and keep them coming back. More than half of its 400 million users visit the site every day.

And **Shevelenko**, who formerly worked in Facebook’s social gaming business, says campaigns could glean ideas from how popular online games can capture users’ attention.

“There’s a lot the political world can learn from the success of games like Farmville,” he said. “Mafia Wars -- now there’s a game campaigns can relate to.”

TAGS: Barack Obama

General Services Administration (GSA) Federal Procurement Data System, "THE FACEBOOK, INC", accessed Apr. 29, 2016

https://beta.fpdsg.com/fpdsg_cms/index.php

Contracts now **missing** from availability on the Federal Procurement Data System as of May 04, 2016

Contract No.	Part No.	Date Signed	Issuer	Deliver to	Award Amount	Description
SAQMMMA09M1870	0	Sep. 26, 2009	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	\$ 120,000	Communications services
PC10825	0	Apr. 09, 2010	Department of State	Peace Corp	168,000	Advertising services
PC10825	2	Aug. 19, 2010	Department of State	Peace Corp	40,000	Advertising services
PC10825	3	Sep. 01, 2010	Department of State	Peace Corp	40,800	Advertising services
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	145,000	Communications services (GSA version, \$120,000 less than Hillary version)
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	120,000	Communications services (Hillary version, added \$120,000)
PC10825	4	Dec. 06, 2010	Department of State	Peace Corp	22,636	Advertising services
PC10825	5	Mar. 07, 2011	Department of State	Peace Corp	19,750	Advertising services
SSA70011M3029	0	Sep. 28, 2011	Department of State	American Embassy Riyadh	10,000	Newspaper and Periodicals
SAF20013M0397	0	Jan. 03, 2013	Department of State	American Embassy Kabul	15,600	Office equipment
					\$ 701,786	

Hillary Clinton versions of these contracts were released by the State Department by FOIA court order in *Judicial Watch v. Dept. of State*, Case No. F-2013-06356, Apr. 03, 2014.

SAQMMMA09M1870	0	Sep. 26, 2009	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	\$ 120,000	Communications services
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	145,000	Communications services (GSA version, \$120,000 less than Hillary version)
SAFMMA09M1870	M001	Sep. 30, 2010	Department of State	Off of Economic Security Information Prgms (IIP/T/ES)	120,000	Communications services (Hillary version, added \$120,000)

<http://www.fbcoverup.com/docs/library/2009-09-26-Facebook-Contract-with-State-Dept-SAQMMMA09M1870-Judicial-Watch-v-US-Dept-of-State-Case-No-F-2013-06356-Doc-No-C05516677-04-03-2014-Sep-26-2009.pdf>

<http://www.fbcoverup.com/docs/library/2010-09-30-Facebook-Contract-with-State-Dept-SAQMMMA09M1870-Judicial-Watch-v-US-Dept-of-State-Case-No-F-2013-06356-Doc-No-C05516676-04-03-2014-Sep-30-2010.pdf>

**Hillary's version of stonewalled emails:
Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts**

1 **Name deleted from GSA database**

2 Contracting Officer Representative is David Shelby, (202) 453-8454.

Line Item	Description	Quantity	Unit	Unit Price	Total Cost
1	Facebook pages to build an informational community to discuss relevant issues of the day.	1.00	EA	\$265,000.00	\$265,000.00
	Services will priced as "cost per click" or CPM ad. The annual cost of the purchase shall not exceed \$145,000.00.				
				\$145,000	
					\$120,000 unaccounted for

3

4 GSA database shows only \$145,000

5 \$120,000 unaccounted for

6 **Dmitry Shevelenko's LinkedIn Profile (while under contract with Hillary):**
 "Politics and November 2010: Developed Facebook's political advertising . . . for November 2010 elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising"

FIG. 4—Evidence of collusion among Hillary Clinton, State Department, Facebook and Dmitry Shevelenko.
 Two State Department contracts with Facebook in 2009-2010 have just emerged in the latest trove of Hillary Clinton emails. The first \$120,000 contract on Sep. 26, 2009, was for State Department "communications services." According to GSA records, the next three contracts paid \$250,000 for "Peace Corp advertising services." Then, a \$265,000 contract on Sep. 30, 2010 was issued for more State Department "communications services." Dmitry Shevelenko's LinkedIn Profile reveals his true agenda for these contracts: November 2010 election manipulation.

Source: Eclipse.

<http://www.fbcoverup.com/docs/library/2016-04-27-Dmitry-Shevelenko-Profile-LinkedIn-accessed-Apr-27-2016.pdf>

Hillary's version of stonewalled emails: Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts

17a. CONTRACTOR/OFFEROR CODE 196337864 FACEBOOK 1601 S CALIFORNIA AVE PALO ALTO, CA 94304-1111		1 FACILITY 99100 Name deleted from GSA database		18a. PAYMENT WILL BE MADE BY GLOBAL FIN. SVCS (RM/GFS/ADO/FM) CHARLESTON, SOUTH CAROLINA PO BOX 150008; Fax To: 1-866-483-3436 OFFICE OF CLAIMS (RM/GFS/F/C) CHARLESTON, SC 29415-5008	
Contact Dmitry Shevelenko Telephone No. 650-644-6753		Duns			
Line Item Summary		Contract Number: SAQMMA09M1870		Order Number:	
Title: Marketing IIP s Facebook Pages		Total Funding: \$265,000.00		Date of Award: 09/30/2010	
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	Facebook pages to build an international community to discuss relevant issues of the day. Services will priced as "cost per click" or CPM ad. The annual cost of this purchase shall not exceed \$145,000.00 Contracting Officer Representative is David Shelby, (202) 453-8454.	1.00	EA	\$265,000.00	\$265,000.00
2		4		5	
		GSA database shows only \$145,000		\$120,000 unaccounted for	
				3	
				SAQMMA09M1870	

Dmitry Shevelenko's LinkedIn Profile (while under contract with Hillary):

- 6 *"Politics and November 2010: Developed Facebook's political advertising . . . for November 2010 elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising"*

RELEASED IN PART B4

SOLICITATION/CONTRACT/ORDER FOR OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30		1. REQUISITION NUMBER AQ 1096925032				
2. CONTRACT NO. SAQMMA09M1870	3. AWARD/EFFECTIVE DATE 09/26/2009	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Reginald E. Smith		b. TELEPHONE NUMBER (No collect calls) 703-875-5893		
		c. EMAIL smithre4@state.gov		8. OFFER DUE DATE / LOCAL TIME		
9. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA 22219		CODE LMAQM	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> B(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES) 301 FOURTH STREET SW SA-44 WASHINGTON, DC 20547		CODE IIPES	16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACEBOOK, INC., THE Doing Business As: FACEBOOK 1601 S CALIFORNIA AVE PALO ALTO, CA 94304-1111		196337864	FACILITY 99100		18a. PAYMENT WILL BE MADE BY OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES) 301 FOURTH STREET SW SA-44 WASHINGTON, DC 20547	
Contact Dmitry Shevelenko Telephone No. 650-644-6753		Duns 196337864		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	

See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA 1900 - 2009 - - 19 90113000P - IIP - 1096 - 2939 - - - - 2589 - - - - 251290		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$120,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 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 OTHER WISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input checked="" 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:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Kelly Bracey	31c. DATE SIGNED 09/26/2009

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 FAR) 53.21.2

REVIEW AUTHORITY: **Charles Lahiguera, Senior Reviewer**

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

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		
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
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		

STANDARD FORM 1449 (REV. 3/2005) BACK

Line Item Summary	Contract Number: SAQMMA09M1870	Order Number:	Title: Marketing IIP s Facebook Pages	Total Funding: \$120,000.00	Date of Award: 09/26/2009
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	<p>Facebook pages to build an international community to discuss relevant issues of the day.</p> <p>Services will priced as "cost per click" or CPM ad. The daily budget rate for the website will be _____ per day. This rate can be increased on an "approved" basis.</p> <p>The annual cost of this purchase shall not exceed \$120,000.00</p> <p>Contracting Officer Representative is David Shelby, (202) 453-8454.</p> <p>Doc Ref No: 1096925032</p> <p>Taxes included:</p> <p>Delivery Date: 08/24/2010 (Start to End) Date: 08/25/2009 to 08/24/2010 FOB: Destination</p> <p>Funding information:</p> <p>1. Accounting Ref: 1096925032 \$120,000.00</p>	1.00	EA	\$120,000.00	\$120,000.00
Grand Total:					\$120,000.00

B4

Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
1	AQ-1096925032-07172009145049168/SOW IIP FB Pages.doc	07/17/2009	0

01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS 10/30/2008

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor

- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name: U.S. Department of State
Global Financial Services

lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's

reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (June 2009)

06/15/2009

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- __ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Feb 2008)(E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- __ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- __ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- __ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (31) 52.225-1, Buy American Act -- Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (32)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (33) 52.225-5, Trade Agreements (June 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (39) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- __ (40) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May

1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, **Privacy or Security Safeguards (Aug 1996)** (5 U.S.C. 552a).

___ (43)(i) 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).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other

data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, **Contractor Code of Business Ethics and Conduct (Dec 2008)** (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

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

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) **The Contractor shall--**

(i) **Exercise due diligence** to prevent and detect criminal conduct; and

(ii) **Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.**

(3) (i) The Contractor shall **timely disclose, in writing**, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the

award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the

Inspector General, with a copy to the Contracting Officer.

RELEASED IN FULL

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SOLICITATION/CONTRACT/ORDER FOR OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER Lines					
2. CONTRACT NO. SAQMMA09M1870		3. AWARD/EFFECTIVE DATE 09/30/2010	4. ORDER NUMBER	5. SOLICITATION NUMBER See Lines		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL			a. NAME Bernice L. Barnes		b. TELEPHONE NUMBER (No collect calls) 703-875-6098	c. EMAIL barnesbl2@state.gov	8. OFFER DUE DATE / LOCAL TIME		
9. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA 22219		CODE LMAQM	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS			
15. DELIVER TO OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES) 2200 C Street, NW SA-5, Second Floor WASHINGTON, DC 20547		CODE IIPES	16. ADMINISTERED BY		CODE	13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)			
17a. CONTRACTOR/OFFEROR CODE 198337864 FACEBOOK 1601 S CALIFORNIA AVE PALO ALTO, CA 94304-1111		FACILITY 99100	18a. PAYMENT WILL BE MADE BY GLOBAL FIN. SVCS (RM/GFS/ADO/FM) CHARLESTON, SOUTH CAROLINA PO BOX 150008; Fax To: 1-866-483-3436 OFFICE OF CLAIMS (RM/GFS/F/C) CHARLESTON, SC 29415-5008		CODE RMGFO	b. RATING			
Contact: Dmitry Shevelenko Telephone No. 650-644-6753		Duns	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Line Items Section				25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$265,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 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 OTHER WISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" 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:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Ann H. Truitt			31c. DATE SIGNED 09/30/2010	

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Prescribed by GSA - FAR (48 FAR) 53.21.2

REVIEW AUTHORITY: Charles Lahiguera, Senior Reviewer

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

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		
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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
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 RECD (YY/MM/DD)	42d. TOTAL CONTAINERS		

STANDARD FORM 1449 (REV. 3/2005) BACK

Line Item Summary	Contract Number: SAQMMA09M1870	Order Number:	Title: Marketing IIP s Facebook Pages	Total Funding: \$265,000.00	Date of Award: 09/30/2010
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	<p>Facebook pages to build an international community to discuss relevant issues of the day.</p> <p>Services will priced as "cost per click" or CPM ad. The annual cost of this purchase shall not exceed \$145,000.00</p> <p>Contracting Officer Representative is David Shelby, (202) 453-8454.</p> <p>Doc Ref No: 1096925032</p> <p>Taxes included:</p> <p>Delivery Date (Start to End) Date FOB: 04/24/2011 08/25/2010 to 04/24/2011 Destination</p> <p>Funding Information:</p> <p>1. Accounting Ref: 1096925032 1900 - 2009 - - 19 90113000P - IIP - 1096 - 2939 - - - 2589 - - - - - 251290 \$120,000.00</p> <p>2. Accounting Ref: 10960R5020 1900 - 2010 - 2011 - 19 0101130007 - IIP - 1096 - 2999 - - - 2589 - - - - - 251200 \$145,000.00</p>	1.00	EA	\$265,000.00	\$265,000.00
Grand Total:					\$265,000.00

Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
1	AQ-1096925032-07172009145049168/SOW IIP FB Pages.doc	07/17/2009	0

01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS 10/30/2008

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award

for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name: **U.S. Department of State**
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008
Charleston, SC 29415-5008
Telephone Numbers:
Director's Secretary Voice 843-202-3761
Fax 843-746-0749
Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer ServiceEmail: commercialclaims@state.gov

Phone: 877-704-9473 Toll Free

Person to Contact: **Supervisor, Vendor Claims**Email: GFS-ChiefVC@state.gov

Phone: 843-202-3881

*(End of clause)***52.212-4 Contract Terms and Conditions--Commercial Items (Mar 2009)****03/31/2009**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The

Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of

Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (June 2009)

06/15/2009

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Feb 2008)(E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- __ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (31) 52.225-1, Buy American Act -- Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (32)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (33) 52.225-5, Trade Agreements (June 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (39) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- __ (40) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- __ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- __ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (43)(i) 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).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- __ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, **Contractor Code of Business Ethics and Conduct (Dec 2008)** (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__ Alternate 1 (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

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

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) **The Contractor shall--**

(i) **Exercise due diligence** to prevent and detect criminal conduct; and

(ii) **Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.**

(3) (i) The Contractor shall **timely disclose, in writing**, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the

award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) **Timely disclosure, in writing, to the agency OIG**, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving **fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).**

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the

Inspector General, with a copy to the Contracting Officer.



Dmitry Shevelenko

Business - Uber Developer Platform

3rd PREMIUM

San Francisco Bay Area | Internet

- Current** Uber, Zuam
- Previous** LinkedIn, Pulse News (acquired by LinkedIn), Facebook
- Education** Columbia University in the City of New York

Connect Send Dmitry InMail

500+ connections

https://www.linkedin.com/in/dmitryshevelenko

Contact Info

Posts

Published by Dmitry



Everyone loves a Facebook controversy

June 30, 2014

Background

Summary

Enabler of 1+1 = 5

Sit at the intersection of product, partnerships, and business creativity.

Specialties: Business Development, Product Management, Product Strategy, Go-to-Market, Monetization, Platforms, Developer Ecosystems, Mobile Consumer Internet, Native Advertising, Virtual Currencies, Subscription Economics, Strategic Sales, International Expansion, Team Building, Hustle

Experience

Business - Uber Developer Platform

Uber
August 2014 – Present (1 year 9 months)

Run global BD for the Uber Developer Platform and emerging verticals
Check out some of what has launched here: developer.uber.com/showcase



Ads You May Be Interested In



First our Series A...
and now MapD's officially cool!
Download Gartner's 2016 Cool Vendor report.



Visual hacking is real
Follow the Visual Privacy Advisory Council (VPAC) to learn more.



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Zoran Martinovic
Director, Product Partnerships at Uber



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Head of Growth at Uber



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Director of Business Development &



People also viewed
Matt Wyndowe Head of Product Partnerships @ Uber

Advisor

Zuum

2014 – Present (2 years)



Product Management

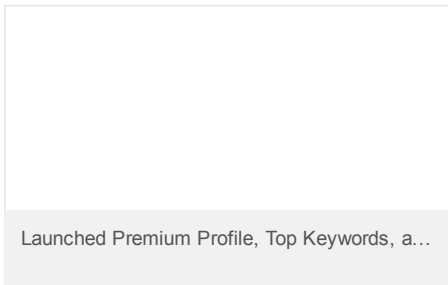
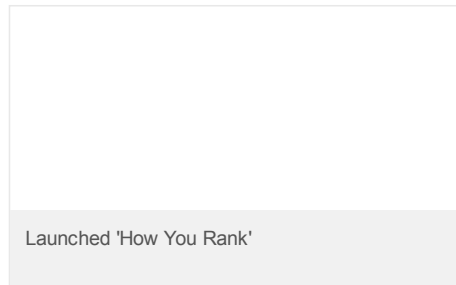
LinkedIn

April 2013 – August 2014 (1 year 5 months)



Conceived and built the How You Rank, Premium Profile, Custom Backgrounds, Top Keywords, Expanded Search Listing, and Premium Spotlight Subscription products with a rockstar team of engineers, data scientists, user researchers, and designers.

Led the company-wide effort to begin directly monetizing the consumer market via a lower-priced subscription (\$10/month).



VP Product, Head of Monetization

Pulse News (acquired by LinkedIn)

January 2012 – May 2013 (1 year 5 months) | San Francisco Bay Area



Pulse was acquired in April 2013 by LinkedIn for \$90MM and is now powering LinkedIn's content stack!

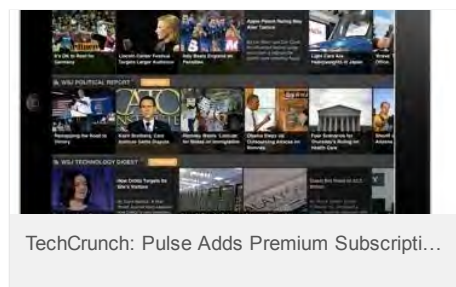
Led all product management, strategy, and operations for Pulse's monetization.

Branded Content Marketing Solutions:

Partnered with the world's top brands to build a native storytelling platform that empowers them to converse with their customers through high-quality content. Forbes called it a "holy grail" brand marketing solution that rivals Superbowl commercials in its effectiveness and focus on user engagement. Proud to have helped usher in a new era of mobile marketing that prioritizes user experience and value-based interactions with brands.

Premium Subscriptions with the Wall Street Journal:

Spearheaded all BD and product development for Pulse's Premium Subscriptions partnership with The Wall Street Journal. This unprecedented product partnership lets users buy Pulse-only versions of the WSJ for only \$.99/month, for the first time letting users purchase Journal content through a completely frictionless iTunes payments integration.



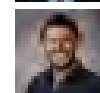
SVP Global Operations and Board Director at Uber Technologies Inc.



Marco Mahrus
Director, Partner Management



Emil Michael
SVP of Business at Uber



Ari Friedland
Head of Mobile Partnerships at Uber

How You're Connected



You



Dmitry Shevelenko

People Similar to Dmitry



Zoran Martinovic 3rd
Director, Product Partnerships at Uber Connect

Ads You May Be Interested In



Customer Service Success
6 Tips To Make Customers Fall in Love with Your Self Service Community



Are you an MSP?
Learn more about how to deliver managed services for AWS, Azure and Google



Sign Up for Google Apps
Run your business on Google tools. Get email, storage & 24/7 support.



Shevelenko, Chung Discus...

Payments Partnerships & Mobile Payments

Facebook

2011 – 2012 (1 year) | Palo Alto, CA



Managed key strategic partnerships and business development with payment providers for the Facebook Platform:

- *Mobile Payments
- *Carrier Billing and Mobile Aggregators
- *International & Alternative Payments
- *In-App Offers
- *Virtual Currency Management

India Landing Team

Facebook

August 2010 – May 2011 (10 months)



Relocated to Hyderabad for a year to hire & build a global advertising operations team in Facebook's India office. 0 to 100 employees in 9 months.

Relationship Manager

Facebook

February 2009 – August 2010 (1 year 7 months)



Social Gaming:

Worked with Facebook's biggest advertisers to scale and optimize their performance marketing efforts. Managed the entire Zynga ads relationship as they grew to become Facebook's largest advertiser at the time. Helped industry leaders achieve record acquisition numbers and ROI.

Politics and November 2010:

Developed Facebook's political advertising go-to-market strategy for the November 2010 elections. Worked with agencies and campaigns and help them use Facebook Ads & Pages to drive awareness, persuasion, fundraising, and votes. Established a template for winning elections using advanced Facebook marketing.

User Analyst

Facebook

July 2008 – February 2009 (8 months)



New Product Development

Time Inc Home Entertainment

June 2007 – October 2007 (5 months)



Researched, evaluated, and negotiated with potential partners for Time Inc.'s publishing and retail distribution services. Managed production of SI Golf Calendar.

Associate Publisher

Inside New York

March 2006 – March 2007 (1 year 1 month)

Published and managed production of the 2007 edition of the largest NYC guidebook for students and young adults.



Patents

Punch Card Loyalty Program in a Social Networking System

United States 20130262212

Issued April 2, 2012

Organizations

Matter Ventures

Mentor to startups

Starting 2013

Matter is a start-up accelerator and early stage venture capital firm that supports and invests in media entrepreneurs building ventures that make society more informed, connected, and empowered. www.matter.vc

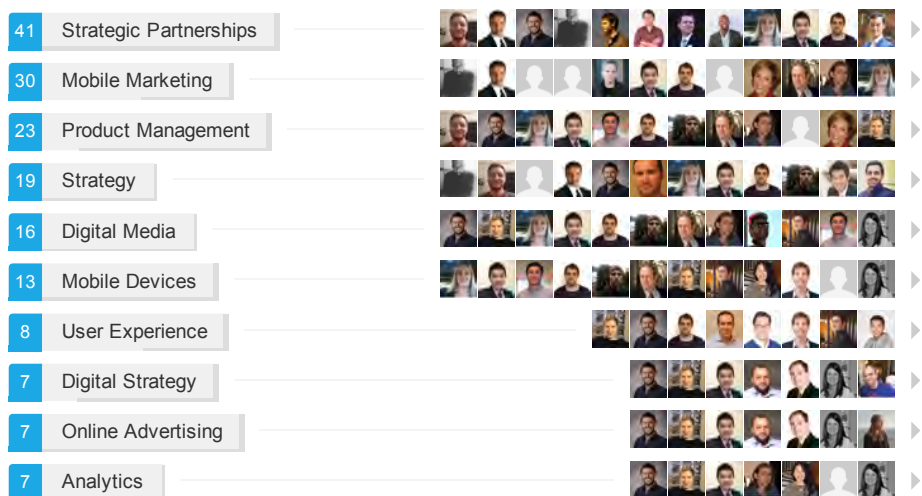
Languages

Russian

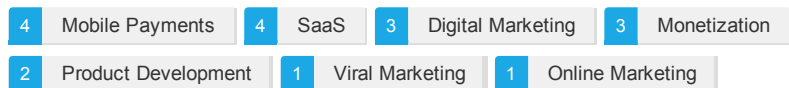
French

Skills

Top Skills



Dmitry also knows about...



Education

Columbia University in the City of New York

BA, Anthropology, Political Science

Original anthropological research on social networking.

Ethnographic study of symbiotic relationship between public education and gentrification in Manhattanville.

Thesis on the executive leadership of the CIA



Volunteer Experience & Causes

Opportunities Dmitry is looking for:

- Joining a nonprofit board
- Skills-based volunteering (pro bono consulting)

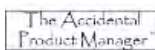
Groups



The Future of Medical...
569 members
[+ Join](#)



MEX: User Experience
1,331 members
[+ Join](#)



The Accidental Produ...
21,759 members
[+ Join](#)



BASE (BAY AREA SO...
12,830 members
[+ Join](#)



McKinsey Quarterly
58,690 members
[+ Join](#)



Creative Product Man...
60,976 members
[+ Join](#)



Online Payments & e...
3,938 members
[+ Join](#)



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Following

News



Editor's Picks
2,141,923 followers
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Pulse
801,561 followers
 Following

Companies



Telefonica Innovation
Telecommunications
[+ Follow](#)



Uber
Internet
[+ Follow](#)



SmarterCookie
E-Learning
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Ars Technica
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Financial Services
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The Economist
Publishing
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Online Media
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Schools



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RELEASED IN PART B4

SOLICITATION/CONTRACT/ORDER FOR OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30		1. REQUISITION NUMBER AQ 1096925032				
2. CONTRACT NO. SAQMMA09M1870	3. AWARD/EFFECTIVE DATE 09/26/2009	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Reginald E. Smith		b. TELEPHONE NUMBER (No collect calls) 703-875-5893		
		c. EMAIL smithre4@state.gov		8. OFFER DUE DATE / LOCAL TIME		
9. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA 22219		CODE LMAQM	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> B(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES) 301 FOURTH STREET SW SA-44 WASHINGTON, DC 20547		CODE IIPES	16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACEBOOK, INC., THE Doing Business As: FACEBOOK 1601 S CALIFORNIA AVE PALO ALTO, CA 94304-1111		196337864	FACILITY 99100		18a. PAYMENT WILL BE MADE BY OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES) 301 FOURTH STREET SW SA-44 WASHINGTON, DC 20547	
Contact Dmitry Shevelenko Telephone No. 650-644-6753		Duns 196337864		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		b. RATING		
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	

See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA 1900 - 2009 - - 19 90113000P - IIP - 1096 - 2939 - - - - 2589 - - - - 251290		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$120,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 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 OTHER WISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input checked="" 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:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Kelly Bracey	31c. DATE SIGNED 09/26/2009

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 FAR) 53.21.2

REVIEW AUTHORITY: **Charles Lahiguera, Senior Reviewer**

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

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		
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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
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		

STANDARD FORM 1449 (REV. 3/2005) BACK

Line Item Summary	Contract Number: SAQMMA09M1870	Order Number:	Title: Marketing IIP s Facebook Pages	Total Funding: \$120,000.00	Date of Award: 09/26/2009
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	<p>Facebook pages to build an international community to discuss relevant issues of the day.</p> <p>Services will be priced as "cost per click" or CPM ad. The daily budget rate for the website will be _____ per day. This rate can be increased on an "approved" basis.</p> <p>The annual cost of this purchase shall not exceed \$120,000.00</p> <p>Contracting Officer Representative is David Shelby, (202) 453-8454.</p> <p>Doc Ref No: 1096925032</p> <p>Taxes included:</p> <p>Delivery Date: 08/24/2010 (Start to End) Date: 08/25/2009 to 08/24/2010 FOB: Destination</p> <p>Funding information:</p> <p>1. Accounting Ref: 1096925032 \$120,000.00</p>	1.00	EA	\$120,000.00	\$120,000.00
Grand Total:					\$120,000.00

B4

Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
1	AQ-1096925032-07172009145049168/SOW IIP FB Pages.doc	07/17/2009	0

01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS 10/30/2008

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor

- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name: U.S. Department of State
Global Financial Services

lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's

reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (June 2009)

06/15/2009

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- __ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Feb 2008)(E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- __ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- __ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- __ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (31) 52.225-1, Buy American Act -- Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (32)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (33) 52.225-5, Trade Agreements (June 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (39) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- __ (40) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May

1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43)(i) 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).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other

data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, **Contractor Code of Business Ethics and Conduct (Dec 2008)** (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

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

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) **The Contractor shall--**

(i) **Exercise due diligence** to prevent and detect criminal conduct; and

(ii) **Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.**

(3) (i) The Contractor shall **timely disclose, in writing**, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the

award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) **Timely disclosure, in writing, to the agency OIG**, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving **fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).**

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the

Inspector General, with a copy to the Contracting Officer.

RELEASED IN FULL

SOLICITATION/CONTRACT/ORDER FOR OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER Lines		
2. CONTRACT NO. SAQMMA09M1870		3. AWARD/EFFECTIVE DATE 09/30/2010	4. ORDER NUMBER	5. SOLICITATION NUMBER See Lines		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL a. NAME Bernice L. Barnes			b. TELEPHONE NUMBER (No collect calls) 703-875-6098		c. EMAIL barnesbl2@state.gov	8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY CODE LMAQM		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS
15. DELIVER TO CODE IIPES		16. ADMINISTERED BY CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA 22219		OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES) 2200 C Street, NW SA-5, Second Floor WASHINGTON, DC 20547		GLOBAL FIN. SVCS (RM/GFS/ADO/FM) CHARLESTON, SOUTH CAROLINA PO BOX 150008; Fax To: 1-866-483-3436 OFFICE OF CLAIMS (RM/GFS/F/C) CHARLESTON, SC 29415-5008		
17a. CONTRACTOR/OFFEROR CODE 198337864 FACILITY 99100 FACEBOOK 1601 S CALIFORNIA AVE PALO ALTO, CA 94304-1111		18a. PAYMENT WILL BE MADE BY CODE RMGFO		Contact: Dmitry Shevelenko Telephone No. 650-644-6753 Duns		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLDCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Line Items Section						
25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$265,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 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 OTHER WISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input checked="" 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Ann H. Truitt		31c. DATE SIGNED 09/30/2010	

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STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 FAR) 53.21.2

REVIEW AUTHORITY: Charles Lahiguera, Senior Reviewer

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

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		
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
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 RECD (YY/MM/DD)	42d. TOTAL CONTAINERS		

STANDARD FORM 1449 (REV. 3/2005) BACK

Line Item Summary	Contract Number: SAQMMA09M1870	Order Number:	Title: Marketing IIP s Facebook Pages	Total Funding: \$265,000.00	Date of Award: 09/30/2010
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	<p>Facebook pages to build an international community to discuss relevant issues of the day.</p> <p>Services will priced as "cost per click" or CPM ad. The annual cost of this purchase shall not exceed \$145,000.00</p> <p>Contracting Officer Representative is David Shelby, (202) 453-8454.</p> <p>Doc Ref No: 1096925032</p> <p>Taxes included:</p> <p>Delivery Date (Start to End) Date FOB: 04/24/2011 08/25/2010 to 04/24/2011 Destination</p> <p>Funding Information:</p> <p>1. Accounting Ref: 1096925032 1900 - 2009 - - 19 90113000P - IIP - 1096 - 2939 - - - 2589 - - - - - 251290 \$120,000.00</p> <p>2. Accounting Ref: 10960R5020 1900 - 2010 - 2011 - 19 0101130007 - IIP - 1096 - 2999 - - - 2589 - - - - - 251200 \$145,000.00</p>	1.00	EA	\$265,000.00	\$265,000.00
Grand Total:					\$265,000.00

Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
1	AQ-1096925032-07172009145049168/SOW IIP FB Pages.doc	07/17/2009	0

01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS 10/30/2008

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award

for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name: U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008
Charleston, SC 29415-5008
Telephone Numbers:
Director's Secretary Voice 843-202-3761
Fax 843-746-0749
Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer ServiceEmail: commercialclaims@state.gov

Phone: 877-704-9473 Toll Free

Person to Contact: **Supervisor, Vendor Claims**Email: GFS-ChiefVC@state.gov

Phone: 843-202-3881

*(End of clause)***52.212-4 Contract Terms and Conditions--Commercial Items (Mar 2009)****03/31/2009**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The

Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of

Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (June 2009)

06/15/2009

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Feb 2008)(E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- __ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (31) 52.225-1, Buy American Act -- Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (32)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (33) 52.225-5, Trade Agreements (June 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (39) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- __ (40) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- __ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- __ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (43)(i) 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).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- __ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, **Contractor Code of Business Ethics and Conduct (Dec 2008)** (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__ Alternate 1 (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

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

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) **The Contractor shall--**

(i) **Exercise due diligence** to prevent and detect criminal conduct; and

(ii) **Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.**

(3) (i) The Contractor shall **timely disclose, in writing**, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the

award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) **Timely disclosure, in writing, to the agency OIG**, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving **fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).**

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the

Inspector General, with a copy to the Contracting Officer.



Dmitry Shevelenko

3rd PREMIUM

Business - Uber Developer Platform

San Francisco Bay Area | Internet

- Current** Uber, Zuam
- Previous** LinkedIn, Pulse News (acquired by LinkedIn), Facebook
- Education** Columbia University in the City of New York

Connect Send Dmitry InMail

500+ connections

https://www.linkedin.com/in/dmitryshevelenko

Contact Info

Posts

Published by Dmitry



Everyone loves a Facebook controversy
June 30, 2014

Background

Summary

Enabler of 1+1 = 5

Sit at the intersection of product, partnerships, and business creativity.

Specialties: Business Development, Product Management, Product Strategy, Go-to-Market, Monetization, Platforms, Developer Ecosystems, Mobile Consumer Internet, Native Advertising, Virtual Currencies, Subscription Economics, Strategic Sales, International Expansion, Team Building, Hustle

Experience

Business - Uber Developer Platform

Uber
August 2014 – Present (1 year 9 months)

Run global BD for the Uber Developer Platform and emerging verticals
Check out some of what has launched here: developer.uber.com/showcase



Ads You May Be Interested In

- Gartner Cool Vendor 2016**
First our Series A... and now MapD's officially cool! Download Gartner's 2016 Cool Vendor report.
- Visual hacking is real**
Follow the Visual Privacy Advisory Council (VPAC) to learn more.
- MS in Internet Marketing**
Get a Master's in Internet Marketing, classes are online. Learn more now!

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- Matt Wyndowe**
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VP, Strategic Initiatives, Uber
- Ed Baker**
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- Jeff Miller**
Director of Business Development &

People also viewed
 Matt Wyndowe Head of Product Partnerships @ Uber

Advisor

Zuum

2014 – Present (2 years)



Product Management

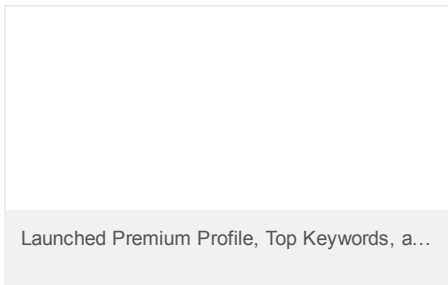
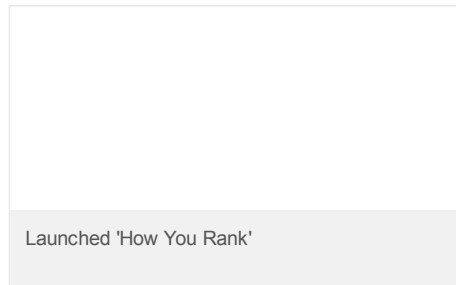
LinkedIn

April 2013 – August 2014 (1 year 5 months)



Conceived and built the How You Rank, Premium Profile, Custom Backgrounds, Top Keywords, Expanded Search Listing, and Premium Spotlight Subscription products with a rockstar team of engineers, data scientists, user researchers, and designers.

Led the company-wide effort to begin directly monetizing the consumer market via a lower-priced subscription (\$10/month).



VP Product, Head of Monetization

Pulse News (acquired by LinkedIn)

January 2012 – May 2013 (1 year 5 months) | San Francisco Bay Area



Pulse was acquired in April 2013 by LinkedIn for \$90MM and is now powering LinkedIn's content stack!

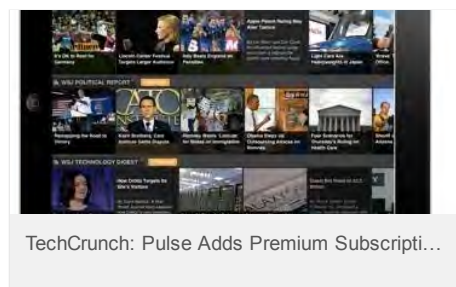
Led all product management, strategy, and operations for Pulse's monetization.

Branded Content Marketing Solutions:

Partnered with the world's top brands to build a native storytelling platform that empowers them to converse with their customers through high-quality content. Forbes called it a "holy grail" brand marketing solution that rivals Superbowl commercials in its effectiveness and focus on user engagement. Proud to have helped usher in a new era of mobile marketing that prioritizes user experience and value-based interactions with brands.

Premium Subscriptions with the Wall Street Journal:

Spearheaded all BD and product development for Pulse's Premium Subscriptions partnership with The Wall Street Journal. This unprecedented product partnership lets users buy Pulse-only versions of the WSJ for only \$.99/month, for the first time letting users purchase Journal content through a completely frictionless iTunes payments integration.



SVP Global Operations and Board Director at Uber Technologies Inc.

Marco Mahrus
Director, Partner Management



Emil Michael
SVP of Business at Uber



Ari Friedland
Head of Mobile Partnerships at Uber

How You're Connected

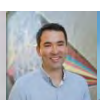


You



Dmitry Shevelenko

People Similar to Dmitry



Zoran Martinovic 3rd
Director, Product Partnerships at Uber Connect

Ads You May Be Interested In



Customer Service Success
6 Tips To Make Customers Fall in Love with Your Self Service Community



Are you an MSP?
Learn more about how to deliver managed services for AWS, Azure and Google



Sign Up for Google Apps
Run your business on Google tools. Get email, storage & 24/7 support.



Shevelenko, Chung Discus...

Payments Partnerships & Mobile Payments

Facebook

2011 – 2012 (1 year) | Palo Alto, CA



Managed key strategic partnerships and business development with payment providers for the Facebook Platform:

- *Mobile Payments
- *Carrier Billing and Mobile Aggregators
- *International & Alternative Payments
- *In-App Offers
- *Virtual Currency Management

India Landing Team

Facebook

August 2010 – May 2011 (10 months)



Relocated to Hyderabad for a year to hire & build a global advertising operations team in Facebook's India office. 0 to 100 employees in 9 months.

Relationship Manager

Facebook

February 2009 – August 2010 (1 year 7 months)



Social Gaming:

Worked with Facebook's biggest advertisers to scale and optimize their performance marketing efforts. Managed the entire Zynga ads relationship as they grew to become Facebook's largest advertiser at the time. Helped industry leaders achieve record acquisition numbers and ROI.

Politics and November 2010:

Developed Facebook's political advertising go-to-market strategy for the November 2010 elections. Worked with agencies and campaigns and help them use Facebook Ads & Pages to drive awareness, persuasion, fundraising, and votes. Established a template for winning elections using advanced Facebook marketing.

User Analyst

Facebook

July 2008 – February 2009 (8 months)



New Product Development

Time Inc Home Entertainment

June 2007 – October 2007 (5 months)



Researched, evaluated, and negotiated with potential partners for Time Inc.'s publishing and retail distribution services. Managed production of SI Golf Calendar.

Associate Publisher

Inside New York

March 2006 – March 2007 (1 year 1 month)

Published and managed production of the 2007 edition of the largest NYC guidebook for students and young adults.



Patents

Punch Card Loyalty Program in a Social Networking System

United States 20130262212

Issued April 2, 2012



Organizations

Matter Ventures

Mentor to startups

Starting 2013

Matter is a start-up accelerator and early stage venture capital firm that supports and invests in media entrepreneurs building ventures that make society more informed, connected, and empowered. www.matter.vc



Languages

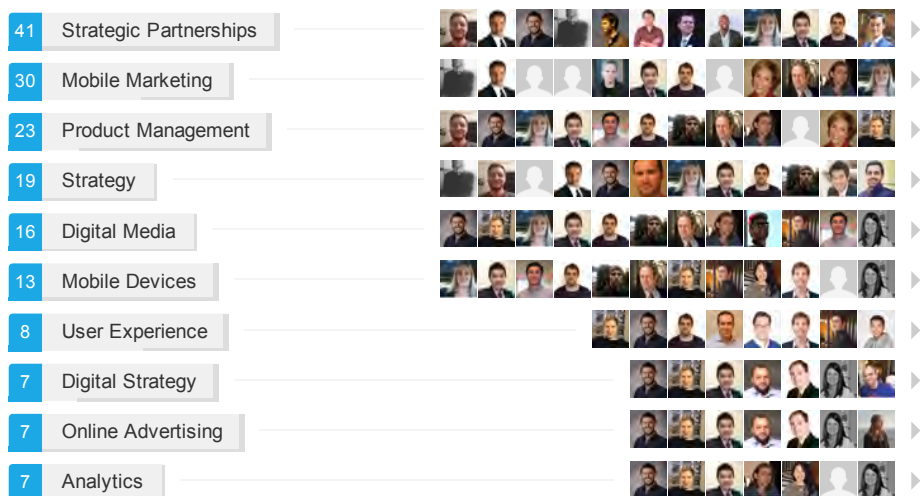
Russian

French

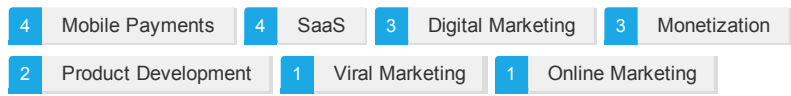


Skills

Top Skills



Dmitry also knows about...



Education

Columbia University in the City of New York

BA, Anthropology, Political Science

Original anthropological research on social networking.

Ethnographic study of symbiotic relationship between public education and gentrification in Manhattanville.

Thesis on the executive leadership of the CIA



Volunteer Experience & Causes

Opportunities Dmitry is looking for:

- Joining a nonprofit board
- Skills-based volunteering (pro bono consulting)

Groups



The Future of Medical...
569 members
[+ Join](#)



MEX: User Experience
1,331 members
[+ Join](#)



The Accidental Produ...
21,759 members
[+ Join](#)



BASE (BAY AREA SO...
12,830 members
[+ Join](#)



McKinsey Quarterly
58,690 members
[+ Join](#)



Creative Product Man...
60,976 members
[+ Join](#)



Online Payments & e...
3,938 members
[+ Join](#)



Following

News



Editor's Picks
2,141,923 followers
[+ Follow](#)



Pulse
801,561 followers
 Following

Companies



Telefonica Innovation
Telecommunications
[+ Follow](#)



Uber
Internet
[+ Follow](#)



SmarterCookie
E-Learning
[+ Follow](#)



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[+ Follow](#)



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Schools



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Area
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