



United States Department of Justice
United States Attorney's Office
Western District of Texas

Robert Shaw-Meadow
Assistant United States Attorney

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San Antonio, Texas 78216

Direct Line: (210) 384-7355
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January 18, 2017

Via: Federal Express

Mr. John Eakin
9865 Tower View Road
Helotes, Texas 78023

Re: **John Eakin v. United States Department of Defense**
Case Number: 5:16-CV-0972-XR; USDC W.D. Tex (San Antonio Division)

Dear Mr. Eakin:

This letter is in response to your email of January 6, 2017, regarding the status of DoD's review of contract documents and DoD's capability to screen out PII by automated means.

Although DoD has not yet completed the review and redaction of responsive "contract documents," I agree that it makes sense to determine if we have disagreements regarding the redactions which have been made. Because this first group of documents is quite small, I am producing them in hard copy rather than by digital means. Enclosed for your review are documents numbered 972XR-000001-15. I have chosen the 972XR prefix to reflect that the documents are connected to this litigation. It is our current estimate that we should complete the production of contract documents within thirty (30) days. We may need to ask the Court to revise the timetable for submission of motions for summary judgment.

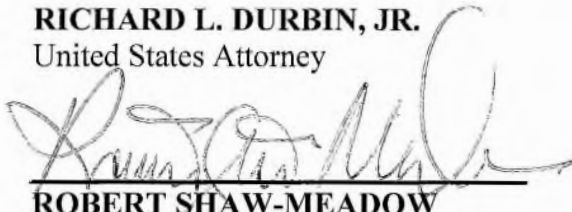
DoD is conferring with their IT specialists to determine if PII can be screened out by acceptable means other than a manual review of hundreds of thousands of digital files. As soon as I have further information, I will contact you.

Thank you for your patience.

Very truly yours,

RICHARD L. DURBIN, JR.
United States Attorney

By:


ROBERT SHAW-MEADOW
Assistant United States Attorney

Attachments

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> 15-0168N	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYYYMMDD) 20141001	4. EXPIRATION DATE <i>(May be "Indefinite")</i> 20150930
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS CECOM, LCMC, LRC, ESA DIRECTORATE BLDG 6007, COMBAT DRIVE APG, MD 21005		a. NAME AND ADDRESS OFFICE OF THE SECRETARY OF DEFENSE Defense Prisoner of War (POW)Missing Personnel Office (DPMO) 2600 Defense Pentagon Washington, DC 20301-2600	
b. MAJOR COMMAND CECOM LCMC		b. MAJOR COMMAND SEC DEF	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
<p>This Support Agreement (SA) delineates the roles and responsibilities between the CECOM LRC, ESA & DPMO for Logistics Management and Admin C4S support by providing reimbursable/direct cite IT aquisition, logistics, configuration management, property accountability, and contact administration support to the Defense POW/Missing Personnel Office (DPMO) during FY2015.</p> <p>Individual names and funding breakout are contained in the attached DPMO Annex.</p>		Labor Hours for 3 Work Years Total Requirement:	402,773.84
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE (b)(6)	b. DATE SIGNED 20141104	a. COMPTROLLER SIGNATURE (b)(6)	b. DATE SIGNED 11/06/2014
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) TYPED NAME (b)(6)		(1) TYPED NAME (b)(6)	
(2) ORGANIZATION LRC, ESA DIRECTORATE	(3) TELEPHONE NUMBER (b)(6)	(2) ORGANIZATION Chief of Staff, DPMO	(3) TELEPHONE NUMBER (b)(6)
(4) SIGNATURE (b)(6)	(5) DATE SIGNED 20141106	(4) SIGNATURE (b)(6)	(5) DATE SIGNED 20141106
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of _____ prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: DPMO, 2600 Pentagon, Washington, DC 20301-2600
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

To meet customer mission goals, the receiving activity will be billed directly for all incremental costs that are required by the support efforts listed on this agreement. These costs include overtime, travel, unique training requirements, equipment, computer hardware/software etc., as these values are not factored into the reimbursable indirect rate. These requirements will be approved in advance by the customer.

The CECOM LCM LRC man years are assessed at Fiscal Year 2015 Indirect Rates:
 Embedded support: \$13,636 and Non-Embedded support: \$16,179.

Each party to this agreement, as the need becomes apparent, will formally notify the other of proposed changes/supplements to this basic SA. This SA may unilaterally be terminated prior to the expiration date only with sufficient advance notification, a minimum of 180 days, to permit appropriate resource adjustments to be made during the budget formulation process. If the SA must be significantly modified or unilaterally terminated with less than 180 days notice to the supplying component, the receiving component may be billed by the supplier for reimbursement of unavoidable termination expenses incurred up to 180 days following the written notification.

This Support Agreement (SA) may only be modified by the written agreement of the Parties and duly signed by their authorized representative. Proposed amendments will be prepared by the Supplying Activity Agreement Coordinator and be provided to the Receiving Activity Agreements Coordinator. After the amendment is approved via letter or mutually accepted email, the amendment will become an attachment to this SA. Interim changes/amendments to the SA may be made, agreed to, and documented between formal reviews with emails as long as both Parties agree to such changes.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*

Functional Support Agreement POCs:

LRC, ESA POCs:

TECH:

FSA:

(b)(6)

DPMO POCs:

TECH:

FUND:

(b)(6)

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> ITA-2014-D0906	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYYYMMDD) 20131001	4. EXPIRATION DATE <i>(May be "Indefinite")</i> 20140930
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS OAA, US Army Information Technology Agency Attn: ITA - BA, Billing Division 9301 Chapek Road, Hoffman Building II, Room 6N53 Fort Belvoir, VA 22060 5605		a. NAME AND ADDRESS DEFENSE PRISONER OF WAR (POW) AND MISSING PERSONNEL OFFICE (MIA) 1235-S CLARK STREET, SUITE 940 ARLINGTON VA 22202	
b. MAJOR COMMAND US Army		b. MAJOR COMMAND	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
Billing Account Code (BAC): 906 The projected estimated reimbursement is based on prior year expenditures for Wireless, Network (Toll Free, Calling Card, Long Distance, Audio Conferencing), Fort Belvoir, Proration (Common and Network Charges) and VoIP. This estimate does not take into account substantial future changes due to new products and services or VoIP conversions.		Quarterly funding: \$8,015.00	Total annual funding: \$32,060.00
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE (b)(6)	b. DATE SIGNED	a. COMPTROLLER SIGNATURE (b)(6)	b. DATE SIGNED 10/31/13
c. APPROVING AUTHORITY (1) TYPED NAME (b)(6)		c. APPROVING AUTHORITY (1) TYPED NAME	
(2) ORGANIZATION Executive Director, US Army Information Technology Agency	(3) TELEPHONE NUMBER	(2) ORGANIZATION	(3) TELEPHONE NUMBER
(4) SIGNATURE (b)(6)	(5) DATE SIGNED	(4) SIGNATURE	(5) DATE SIGNED
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS *(Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)*

a. The receiving components will provide the supplying component projections of requested support. *(Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)*

b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of DEFENSE PRISONER OF WAR (POW) AND BAC: 906 prior to changing or cancelling support.

c. The component providing reimbursable support in this agreement will submit statements of costs to: DEFENSE PRISONER OF WAR (POW) AND BAC: 906

d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.

e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
 This agreement shall be updated annually to review the customers' fiscal year requirements. It may be modified at any time by mutual agreement of the signatories. Changes must be coordinated by means of an exchange of memoranda between them. Modifications must be signed, dated, and attached to the basic agreement.

f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

g. Military Interdepartmental Purchase Request (MIPR) Mailing Instructions: The MIPR shall be emailed to usarmy.pentagon.hqda-ita.mbx.ita-service-desk@mail.mil or mailed to Office of the Administrative Assistant, US Army Information Technology Agency, Hoffman II Building, Suite 6N67, 9301 Chapek Road, Fort Belvoir, VA 22060 5605

h. Points of Contact:
 DEFENSE PRISONER OF WAR (POW) AND PTSCO (b)(6)
 ITA Support Agreement Manager (b)(6)
 ITA Business Administration Billing Division Chief: (b)(6)
 ITA Operations DARA (b)(6)
 ITA Customer Care (703) 571-4ITA (4482)

i. This agreement is effective upon signature of both parties.

j. This agreement was prepared IAW the following instruction, regulations and statutes: DoDI 4000.19; DoD FMR 7000.14R, Vol 11A, Chapter 1; DFAS Reg 37-1, Chapter 12; Title 31 U.S. Code Sections 1341, 1517 (The Antideficiency Act), and 1535 (The Economy Act); and other pertinent authorities.

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS *(As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)*

The purpose of this support agreement is to document the roles and responsibilities of the US Army Information Technology Agency (ITA) and Customer for the wireline and wireless products and services.

Responsibilities:
 ITA shall:

- (1) Upon receipt of MIPR, return the acceptance MIPR DD Form 448-2, to Customer.
- (2) Create new Billing Account Codes (BACs), as needed.
- (3) Provide the customer an ITA Ordering and Billing secure website user ID and password.
- (4) Provide monthly consolidated telecommunication invoices to the Customer via ITA Ordering and Billing secure website.
- (5) Notify customer's Point of Contact (POC) of major projected outages of the ITA Ordering and Billing secure website.
- (6) Intercede with Contracting Officer and act as advocate for customer, as needed.
- (7) Update contact information of POCs, when needed.
- (8) Disconnect products and/or services when requested by customer (Wireless and Network).
- (9) Provision wireless, toll free, calling cards, long distance, audio conferences and VoIP when requested by customer.
- (10) Place account on hold when new service orders are requested and adequate funding is not available.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

User Name
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**Defense Prisoner of War/Missing In Action Accounting Agency (DPAA)
Document Conversion Effort – Statement of Services**

1.0 Scope:

1.1 Background: The DPAA mission is to lead the U.S. national effort to pursue the fullest possible accounting of those lost during our nation's past, present, and future conflicts. For the Prisoner of War/Missing in Action (POW/MIA) accounting community, the ability to share information between agencies and partner Communities of Interest, (e.g., DPAA, Service Components, Forensic Labs, Combatant Commands, and Service Member Families), is critical for accounting for those still missing from past conflicts. To meet these requirements and take full advantage of evolving technologies and reduce document storage costs, DPAA is working to develop a high-performance digitization capability that will allow critical files, reports, documents, and/or objects (e.g., dog tags, personal effects) to be stored electronically to ensure information is accessible to the proper communities involved in the search and return of missing persons.

1.2 Requirement: USACE provides a Project Team to perform document management, data conversion and indexing services in accordance with this Statement of Services (Services Statement). The resulting digital files will be saved in two formats: a high resolution non-compressed archival version; and a single Adobe Portable Document Format (.pdf) for retrieval by the personnel accounting community via the Unclassified but Sensitive Internet Protocol Router Network (NIPRNet) and a Tag Image File Format (.tiff) as a backup and more enduring format, which will be stored securely and not accessible by the personnel accounting community. DPAA shall provide a Project Team Leader to oversee day-to-day performance of the team and the work.

2.0 RESPONSIBILITIES:

2.1 Equipment: Unless otherwise specified herein, all equipment described in this Statement of Services will be provided by USACE at its expense.

2.2 Boxes/Containers

- A. Order of Contents. The contents of each box and container shall be kept and returned in the same order as found when the box was delivered. Any anomalies such as misfiled files that do not match the sequence of files in the box or container and empty file folders, shall be noted on the box or container inventory report.

2.3 File/Report/Document/Object Description.

- A. DPAA shall provide a description of the files, reports, documents, or objects to be scanned. This description shall include the structure, sizes of paper, 3D objects, x-rays, dividers, age of the items to be scanned, known condition, and any other information that describes the items to be scanned. Classification or Declassification information shall be provided as part of the description.

- B. DPAA shall establish a process to identify, secure, and transport any classified information found after USACE has assumed control of the items to be scanned.
- C. If the items to be scanned have been declassified, DPAA shall provide specific declassification verbiage that shall appear on every scanned image. USACE shall determine how the declassification verbiage shall be applied to each image.
- D. DPAA shall provide the quantity of scanning to be accomplished by USACE, which shall include number of files/reports/documents/objects, average page count if consolidated by file or report, number of boxes or containers, and any other information that will facilitate the success of the project.

2.4 File/Report/Document/Object Preparation for Scanning and Verification.

- A. Files that contain contents secured by metal prongs and further grouped using staples and paper clips shall be carefully disassembled while maintaining the exact order of the contents. Prongs shall be assessed for condition and corrosion and replaced, if needed, to ensure that no further damage occurs to the contents. Prong Base, File Fastener, 100 per Box - Part Number UNV81012 or equivalent shall be used. For removing staples, ULINE Bostitch Magnetic Staple Remover - Part Number S-14924 or equivalent shall be used to ensure that damage to the document does not occur. To temporarily secure smaller items that were stapled to a page or not secured by the prong, Plastic Paper Clips, Med, 500/Box, Part Number GEMPC0300 or equivalent shall be used. These paper clips shall remain on the documents once the file is scanned and verified and all contents placed back on the prong. Any pages that are found with folds shall be straightened to scan the full page without covering any information. Pages with tears, whether partially attached or detached, shall be repaired with LINECO Document Repair Tape, 1", Archival, Part Number 533-0198 or equivalent prior to scanning.
- B. File folders that are found to be damaged, crumbling due to age, or otherwise unusable to identify and protect the contents, shall be placed in a new folder and marked with the same information as required for that record type. For legal size folders, Legal Folders, Manila, tab 3rd position, 100 per box - Part # UNV-15123 or equivalent shall be used. The replaced folder shall be retained inside of the replacement folder. Replacement folders shall match the replaced folder in size and tab position.
- C. Reports that are bound shall not be disassembled if they can be scanned as is. If needed to meet the image quality requirement, the report may be disassembled, if possible, contents scanned in sequence, and reassembled.
- D. The same process used for scanning pages within a file shall be followed for scanning individual documents. Any documents that are found with folds shall be straightened to scan the full page without covering any information. Documents with tears, whether partially attached or detached, shall be repaired with LINECO Document Repair Tape, 1", Archival, Part Number 533-0198 or equivalent prior to scanning.
- E. Objects shall be assessed for the best method of obtaining a quality scanned image. A paper surround may be required to ensure that a quality image is produced without the effects of light leakage.

2.5 Scanning.

- A. Criteria to determine scan or no scan for each scanning requirement shall be defined by DPAA and provided to the USACE Project Team. Depending on the scanning

requirement, DPAA may provide comparative or validation information to confirm a scan or no scan. DPAA shall establish a reconciliation process to resolve differences between the comparative/validation information and the actual information contained in the scanned item and provide the correct information to USACE in each instance.

- B. A file name with a U.S. Government-provided naming construct shall be established in the data system supporting the specific scanning requirement.
- C. Scanned images shall be in color to ensure that all marks, annotations, stamps, etc., can be properly interpreted. "Blank" pages shall be assessed to ensure that the page is truly blank and adds no value to the file. Blank pages shall not be scanned. If questionable, the page shall be scanned.
- D. If required, declassification information shall appear on each image. DPAA shall provide specific declassification verbiage.
- E. The DPAA Project Team Leader shall determine how the declassification verbiage will be applied to each image.
- F. The type/format of the output file or files shall be determined by DPAA and provided to the USACE Project Team as part of the description of the scanning requirement.
- G. Scanning equipment shall be properly maintained, serviced, repaired, and calibrated in accordance with manufacturer's specifications to ensure that the highest quality scanned image is consistently produced over the life of this arrangement.
- H. Image Background. A colored background shall be used to provide contrast with the item being scanned. Paper, 11X17, Bottle Rocket Blue, Ream - Part Number CASMP2207BE is one background that has been successfully used to ensure maximum contrast.
- I. Optical Character Recognition (OCR). Scanned items shall be run through optical character recognition software to ensure they are machine readable to the maximum extent possible. Recognizing that OCR is an imperfect technology and the condition of the paper files determines OCR quality, the OCR data shall be editable to correct any discrepancies found after scanning.
- E. Metadata. DPAA shall provide a list of metadata fields, including data constructs if not free form text, for each task order. These fields shall be filled to the maximum extent possible. Resolution: files shall be scanned at a minimum resolution of 300 dots per inch (DPI). Specific task orders may increase the resolution to a maximum of 600 DPI
- F. Form Recognition. The Project Team shall use software that recognizes specific forms in common use by DPAA during different time periods (1941 to the present) and found in the material to be scanned. DPAA shall provide a list of forms that may be encountered in the material to be scanned; the list may not be inclusive as other forms may be found.

2.6 Quality Control

- A. Each scanned item shall be reviewed by Project Team members after scanning to ensure that the digital file, report, document, or object is an exact replica of the physical file, report, document, or object and contains any required declassification information on each image, in accordance with the quality control factors and the quality control assurance specifications set forth in subsections 3.5.B. and C. The DPAA Project Team Leader will monitor these quality control activities by the USACE Project Team.
- B. Quality control factors.

- 1) Completeness. All items in the physical file, report, document, or object shall be present in the digital file.
 - 2) Sequence. All items in the physical file, report, document, or object shall be same sequence in the digital file.
 - 3) Orientation. All images shall be oriented vertically and not turned left or right or upside down.
 - 4) Readability. All images shall be as readable as the physical item.
 - 5) Declassification information. Declassification information shall be readable and fully revealed on each image.
 - 6) Box or Container. All files, reports, documents, and/or objects in each box or container that meet the scan requirement shall have an associated digital file or files.
- C. Quality control assurance.
- 1) A minimum of 10% of all scanned files shall be double-checked for the items listed in B, above.
 - 2) A minimum of 10% of all original files shall be double-checked to ensure the original documents have been properly re-assembled and prepared for long-term storage and curation.
 - 3) All reporting and metrics shall be reviewed and approved by St. Louis District personnel prior to submission to DPAA to ensure accuracy and continuity for the project.

2.7 File Transfer.

- A. DPAA shall establish a means and method for transferring the scanned files, reports, documents, and/or objects to DPAA.
- B. Frequency of transfer shall be established by DPAA
- C. Post-transfer, DPAA shall establish a process to identify any errors or issues found and coordinate with the Project Team for corrective action.

2.8 Reports and Metrics.

- A. The Project Team shall assist in providing data as needed for the DPAA Project Team Leader to prepare required reports.
- B. Areas to be covered in such reports include progress relative to the goal of the scanning effort and quality of the products produced.
- C. It is expected that each member of the Project Team will complete data conversion/scanning of a minimum of three linear feet of documents per week during the first three months of the project. For the period after those initial three months, this shall increase to 4 to 5 linear feet per week per individual. At the three month mark, DPAA and the Project Team shall review progress to determine if this metric is still feasible given any unknown constraints due to the work environment, facilities, or equipment used.

2.9 Scanning Facility.

- A. DPAA shall facilitate access by the Project Team to the NARA scanning facility.
- B. DPAA shall coordinate with NARA to ensure that suitable space at the scanning facility is available.

- C. DPAA's Project Team Leader shall ensure that all the USACE-provided equipment is in place, is properly maintained during the period of performance, and that the scanning equipment, physical storage, electronic storage, and duplicating capability for the classification of the material to be scanned are in place by prior to commencement of the period of performance.

3.0 Period of Performance: One year commencing on July 1, 2016.

4.0 Place of Performance: National Archives and Records Administration, Washington National Records Center, Suitland, Maryland.

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> 16-007-DPAA-01	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYYYMMDD) 20160701	4. EXPIRATION DATE <i>(May be "Indefinite")</i> 20170730
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS U.S. Army Corps of Engineers, St. Louis District 1222 Spruce Street St. Louis, Missouri 63103-2833		a. NAME AND ADDRESS Defense POW/MIA Accounting Agency (DPAA) 2300 Defense Pentagon Washington, DC 20301-2300	
b. MAJOR COMMAND USACE		b. MAJOR COMMAND Defense POW/MIA Accounting Agency (DPAA)	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
USACE will provide three (3) individuals who have completed the USACE/Veterans Affairs (VA) data scanning training instruction, known as the Veterans Curation Project, for document digitizing support to be provided to DPAA. This support agreement will be effective from 01 July 2016 to 30 June 2017 (the period of performance). Additional details regarding this document digitizing support are set out in the attached document entitled "Defense Prisoner of War/Missing In Action Accounting Agency (DPAA) Document Conversion Effort - Statement of Services." o DPAA will provide funds, via MIPR-Reimbursable LOA, for the labor and travel costs associated with this document digitizing project. o DPAA's fund citation will be provided, and it expires for obligation purposes on 30 September 2016, not to exceed \$461,791.50 o DPAA shall be responsible for maintaining government-furnished equipment; records maintenance; and rights to data, software, and intellectual property.		Economy Act, 31 U.S. Code § 1535 Actual costs for labor and travel MIPR-Reimbursable LOA	\$461,791.50 MIPR-Reimbursable LOA Cost for USACE support for document digitizing project as follows: Economy Act MIPR: \$330,000.00 Project Order MIPR: \$131,791.50 for USACE labor and travel costs during the period of performance.
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE <i>(b)(6)</i>	b. DATE SIGNED 6/27/16	a. COMPTROLLER SIGNATURE <i>(b)(6)</i>	b. DATE SIGNED 06/28/2016
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) TYPED NAME <i>(b)(6)</i> EN, Commanding		(1) TYPED NAME Fern O. Sumpter Winbush	
(2) ORGANIZATION U.S. Army Corps of Engineers St. Louis District	(3) TELEPHONE NUMBER <i>(b)(6)</i>	(2) ORGANIZATION Principal Director, DPAA	(3) TELEPHONE NUMBER (703) 699-1126
<i>(b)(6)</i>	(5) DATE SIGNED 6/27/16	<i>(b)(6)</i>	(5) DATE SIGNED JUN 28 2016
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)

b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of See Block 6A prior to changing or cancelling support.

c. The component providing reimbursable support in this agreement will submit statements of costs to: See Block 6A

d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.

e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

o The USACE Project Manager for this support agreement is (b)(6)

o The DPAA Project Manager for this support agreement is (b)(6)

f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

a. **ECONOMY ACT REQUIREMENTS.**

(1) Reimbursement, IAW the Economy Act, will be based on actual costs incurred by the Supplying Activity for support provided to the Receiving Activity.

(2) The Supplier has existing capabilities to provide the support without jeopardizing its assigned missions and use of this support agreement is in the best interest of the U.S. Government.

(3) The supplies/services cannot be obtained as conveniently or economically by contracting directly with a private source.

(4) The Supplier has the capability or expertise to enter into a contract for such supplies or services that is not available within the Receiving activity.

(5) The determination and finding requirements outlined in FAR, Sub part 17.302-2 are hereby satisfied by this agreement.

b. The attached document entitled "Defense Prisoner of War/Missing In Action Accounting Agency (DPAA) Document Conversion Effort - Statement of Services" provides details regarding the document digitizing support to be provided under this Support Agreement.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*

- o This Support Agreement may be amended by mutual written agreement.