

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 26	
2. CONTRACT NO. W9133L-08-D-0100		3. SOLICITATION NO. W9133L-07-R-0004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11 May 2007	6. REQUISITION/PURCHASE NO. W909UJ72921019		
7. ISSUED BY NGB-ZC-AQ - W9133L 1411 JEFFERSON DAVIS HWY ARLINGTON VA 22202-3231			CODE W9133L	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX 703-607-1742					TEL: FAX		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L of RFP until 02:30 PM local time 20 Jun 2007
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME (b) (6)	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 607-1258	C. E-MAIL ADDRESS (b) (6)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	Net 30 Days		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR LAUGHLIN MARINACCIO & OWENS SHARON CUNNINGHAM - MEDIA 2000 NORTH 14TH STREET SUITE 800 ARLINGTON VA 22201-2566	CODE 3LRV4	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) SHARON CUNNINGHAM - MEDIA / (MEDIA ONLY)
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15B. TELEPHONE NO (Include area code) (703) 797-7151	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$450,000,000.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) See Item 7	CODE	25. PAYMENT WILL BE MADE BY DFAS- INDIANAPOLIS-HQ0105 DFAS INDIANAPOLIS VENDOR PAY DEPT 3800 8899 E. 56TH ST. INDIANAPOLIS IN 46249-3800	CODE HQ0105

OFFICER (Type or print) (b) (6)	EMAIL: (b) (6)	26. AWARD DATE 25-Mar-2008
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		450,000,000	Dollars, U.S.	\$1.00	\$450,000,000.00 NTE
	Advertising Services FFP				
	CLIN descriptions will be provided at the Task Order level. Pricing will be determined at the Task Order level.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W909UJ72921019				

MAX NET AMT	\$450,000,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION		1	Each	\$1.00	\$1.00
	Advertising Services FFP				
	CLIN descriptions will be provided at the Task Order level. Pricing will be determined at the Task Order level.				
	FOB: Destination				

MAX NET AMT	\$1.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT	
2001 OPTION	Advertising Services FFP CLIN descriptions will be provided at the Task Order level. Pricing will be determined at the Task Order level. FOB: Destination	1	Each	\$1.00	\$1.00	
					MAX NET AMT	\$1.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT	
3001 OPTION	Advertising Services FFP CLIN descriptions will be provided at the Task Order level. Pricing will be determined at the Task Order level. FOB: Destination	1	Each	\$1.00	\$1.00	
					MAX NET AMT	\$1.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Advertising Services FFP CLIN descriptions will be provided at the Task Order level. Pricing will be determined at the Task Order level. FOB: Destination	1	Each	\$1.00	\$1.00
				MAX NET AMT	\$1.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1001		\$		\$
2001		\$		\$
3001		\$		\$
0001		\$		\$
4001		\$		\$

CLIN NOTES

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for advertising services. Funding shall be obligated under separate task order (s) during the period of performance (consisting of base period and four (4) one (1) year option periods). The following applies:

NOTE 1- **Minimum Guaranteed Funding Amount** is \$500,000.
Maximum Contract Amount is an Estimated \$450, 000,000 over the life of the contract.

NOTE 2 – Minimum Task Order Amount is \$3,000.

Maximum Task Order Amount is \$50,000,000.

NOTE 3 – DIRECT LABOR. The hourly rates are fixed rates which include fringe, overhead, G&A and profit. The actual mix and distribution of disciplines will be negotiated for each individual task order.

NOTE 4 – TRAVEL. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR).

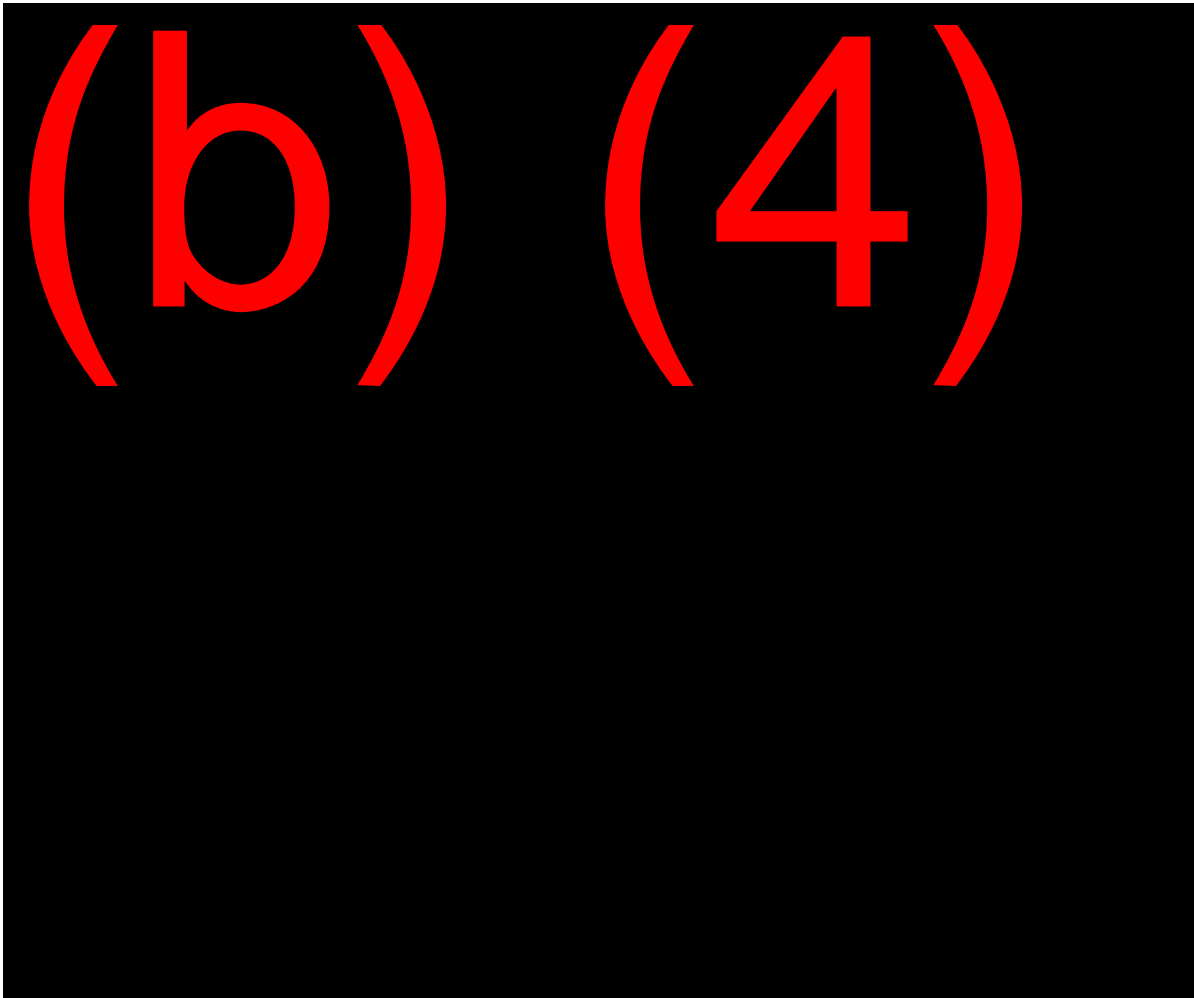
NOTE 5 – MATERIAL. All material directly chargeable to this contract will be negotiated for each individual task order.

NOTE 6 – OTHER DIRECT COSTS. Any costs, other than direct labor, travel, material or those specially listed elsewhere in this section, that are directly chargeable to this contract will be negotiated for each individual task order.

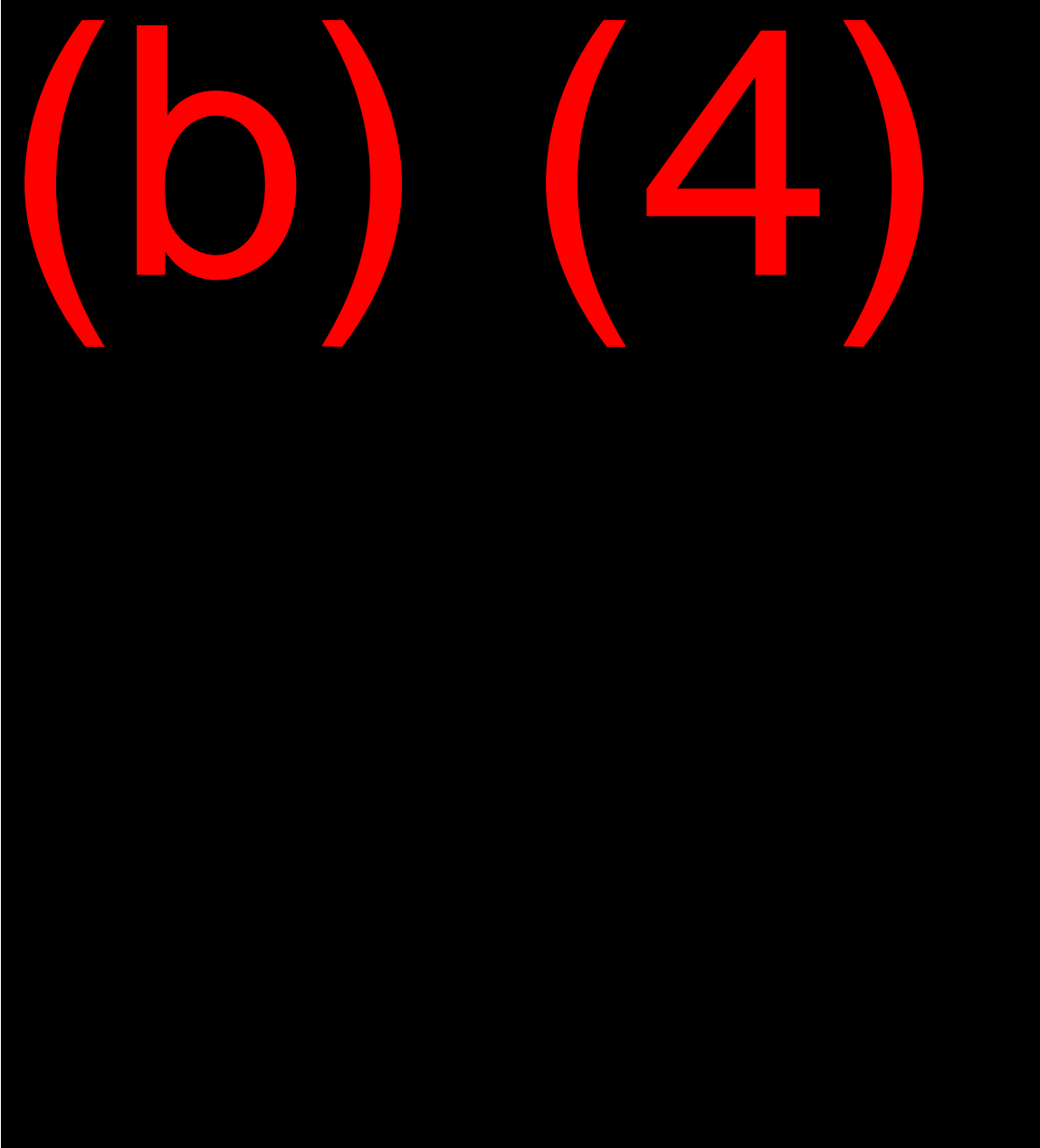
NOTE 7 - CLIN DESCRIPTIONS. CLIN descriptions will be expanded under individual task orders.

NOTE 8 – CLIN PRICING. Offerors are not required to complete pricing on CLINs. Volume II should contain all pricing information.

LABOR RATES



(b) (4)



Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES

Statement of Objectives

Objective:

The objective of the Army National Guard (ARNG) Traditional Advertising Program is to design and implement internal, local and national advertising campaigns to inform and communicate with targeted members of the public on various issues. Services include, but are not limited to, advertising products and services designed to address NG manpower recruitment and retention needs, public relations, promotional services, missions/programs and opportunities.

Scope of Work

The Contractor must provide all necessary management, supervision, manpower, materials, supplies and equipment (except as otherwise provided) to plan, schedule, coordinate, and assure effective performance of the National Guard national advertising objectives.

The Contractor shall provide services that support completing requirements set forth in individual task orders. These services include but are not limited to: the preparation of written text, artwork, graphics, and other creative work, as well as placing the creative work in magazines, newspapers, pamphlets, and brochures on radio and television and/or other media avenues. The Contractor may be required to assess the educational needs of a target audience, compare them to the needs addressed by current public information sources, and address any follow-on efforts that are required. These services may also include providing direct support for the writing and editing of materials, which may include video, radio, television, public service announcements, appropriate voice-over talent, pamphlets, brochures, leaflets and web pages/sites

The Contractor shall provide advertising services, on a Task Order basis, that are both national and local in scope. Projects will include, but shall not be limited to: TV, radio, web-based media and other audiovisual materials production; market research; direct marketing; lead processing/fulfillment operations and analysis; print production; placement of paid media; photography and motion filming; public relations; management of marketing sponsorship programs and tie-ins.

Constraints

The Contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State, and Municipal laws. The Contractor may not retain or use any material produced under a Task Order for self-promotion, except by written permission of the ordering National Guard office.

Travel cost will be IAW Joint Travel Regulations. In the event that travel accommodations cannot be secured for the JTR rates, the government may issue a statement of non-availability for travel accommodations. This statement of non-availability will authorize government reimbursement for reasonable travel accommodations. Without a prior approved statement of non-availability, the government will only reimburse the travel cost IAW the JTR rates.

The Contractor shall ensure, with the exception of broadcast materials featuring professional talent (typically for voice-over and/or music), all materials developed are the sole intellectual property of the government and can be reproduced, altered, localized, promoted and distributed by the government at will and into perpetuity.

STATEMENT OF WORK

This contract incorporates, in its entirety, the Contractor's Statement of Work submitted by Laughlin, Marinaccio, & Owens Advertising as part of the proposal dated 20 June 2007.

Section D - Packaging and Marking

PACKAGING AND MARKING
SECTION D

PACKAGING AND MARKING

This section applies when there are deliveries/deliverables of supplies.

Packing, marking and storage costs shall be the responsibility of the contractor unless specifically authorized in an order.

D1. Marking: General requirements: Interior packages, if any and exterior shipping containers shall be marked as specified elsewhere in the Contract. Additional marking requirements may be specified on Orders issued under this Contract. If not otherwise specified, interior packages and exterior-shipping containers shall be marked in accordance with the following standards:

Deliveries to military activities: Supplies shall be marked in accordance with Military Standards 129, edition in effect on the date of issuance of the solicitation.

http://assist.daps.dla mil/quicksearch/basic_profile.cfm?ident_number=35520

Improperly marked material: When government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore the reasonable actual cost of that performance. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

D2. Preservation, Packaging, and Packing

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specifications. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

D3. Packing List

A packing list or other suitable shipping document shall accompany each shipment and shall include:

Name and address of the consignor;

Name and complete address of the consignee;

Government Task Order or requisition number

Government bill of lading number covering the shipment (if any); and

Description of the material shipped, including item number, quantity, number of containers, and packaging number (if any).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE
SECTION E

INSPECTION AND ACCEPTANCE

Inspection and Acceptance by the Government

E.1. The Government will review and verify that all services and deliverables associated with an Order issued under this contract fulfill the requirements and standards stated in this contract and in the associated order.

E.2. Responsibility for Inspection and Acceptance

Inspection, acceptance of all items and services under this contract will be accomplished by the COR. The COR will inspect and be responsible for, the review and acceptance of all deliverables under the contract. Acceptance testing, if required, will be performed by the COR, or a designated representative(s), at the location (s) cited in the order. Acceptance testing, if required, will be specified in orders.

The COR will notify the contracting office promptly after the specified date of delivery of supplies or services not received, damaged in transit, or not conforming to specification of the order. Unless extenuating circumstances exist, the notification should be made not later than 14 days after the specified date of delivery. The contracting office, or the activity designated by the contracting office, shall be primarily responsible for repair, or correct supplies lost, damaged, or not conforming to the contract order. Services, which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected by the COR and a notice of such rejection will be provided to the Contractor by the Contracting Office.

In accordance with the FAR 42.15, Contractor Performance Information, the Contractor's overall performance will be evaluated on a periodic basis. The evaluation will include, for example, the contractor's record of conforming to contract requirements and standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor history of reasonable and cooperative behavior and commitment to customer satisfaction and generally, the contractor's business like concern for the interest of the customer.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE
SECTION F

DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The term of any contract resulting from this solicitation shall consist of a one (1) year base period with four, 1-year options periods. The effective date of any contract resulting from this solicitation shall be the date of contract award.

F.2 Period of Performance

The period of performance will be as specified in each individual task order.

F.3 Delivery Schedule

The delivery schedule for individual orders will be as specified in each individual task order.

F.4 Notice Regarding Late Delivery

In the event the Contractor anticipates that it will not with any delivery and/or performance requirements identified in individual orders, it shall immediately notify the Contracting Officer and the COR orally and in writing giving pertinent rationale and proposed corrective action (s) and adequate consideration. This data shall not be construed as a wavier by the Government of any of its rights or remedies available under the contract including termination.

F.5 PERIOD OF PERFORMANCE

The performance start date (effective date) will be the date of award approximately July 15, 2007. This contract consists of a base year and four one-year options. The performance period for this contract is as follows (estimates):

BASE YEAR	1 April 2008 – 31 March 2009
OPTION YEAR 1	1 April 2009 – 31 March 2010
OPTION YEAR 2	1 April 2010 – 31 March 2011
OPTION YEAR 3	1 April 2011 – 31 March 2012
OPTION YEAR 4	1 April 2012 – 31 March 2013

Base Contract Period: The base contract period of this contract will commence from the effective date of the contract award, as specified on the contract award document Standard Form 33.

F.6 LEGAL HOLIDAYS

The Government recognizes the following Legal Holidays established by Federal Statute:

New Year's Day – 1 January
 Martin Luther King Day – Third Monday in January
 Washington's Birthday – Third Monday in February
 Memorial Day – Last Monday in May
 Independence Day – 4 July
 Labor Day – First Monday in September
 Columbus Day – Second Monday in October
 Veteran's Day – 11 November

Thanksgiving Day – Fourth Thursday in November
 Christmas Day – 25 December

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2008 TO 31-MAR-2009	N/A	NGB-ASM -W909UJ / W81RUP MS. (b) (6) 1411 JEFFERSON DAVIS HWY ARLINGTON VA 22202 703-607-5840 FOB: Destination	W909UJ
1001	POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W909UJ
2001	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W909UJ
3001	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W909UJ
4001	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W909UJ

CLAUSES INCORPORATED BY REFERENCE

52.211-16	Variation In Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA
SECTION G

CONTRACT ADMINISTRATION DATA

G.1. ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

(a) Contracting Officer (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

(b) Contracting Officer's Representative (COR): The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Representative (COR), with a copy to the Contractor. An individual designated as a COR is authorized to perform the following functions and those functions in accordance with COR appointment letter:

- (1) Coordinate the technical aspects of this contract and inspect all required services.
- (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract.
- (3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official CORs, are NOT authorized representatives of the Contracting Officer. The COR responsibility still remains with the COR designated by the Contracting Officer for that given area.

G.2. CONTRACT ADMINISTRATION

a. In no event will any understanding or agreement, contract modification, change order, or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by a properly executed contractual document from the Contracting Officer.

b. The Contractor shall provide the following documentation to the Contracting Officer:

- 1) A copy of any invoice involved in a claim for credit which is challenged by the contractor.
- 2) A copy any correspondence received from any of the Government activities involved with this contract and which is related to, or might be related to, a contractual matter.

G.3. INVOICE REQUIREMENTS

G.3.1 GOVERNMENT CONTRACTING PERSONNEL:

a. The Contracting point(s) of contact for this contract will be the following:

Contracting Officer:

Major (b) (6)

Office: (b) (6)

Address:

National Guard Bureau (NGB-ZC-AQ)
1411 Jefferson Davis Highway, Suite 8100
Arlington, VA 22202-3231
Fax: 703-607-1742

- b. All contracting actions and/or correspondence should be forwarded through the COR appointed in the contract schedule.

G.3.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR):

- c. The Contracting Officer has appointed the following individuals as the primary and alternate COR for this contract:

Primary COR:Determined at the task order level

- d. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.
- e. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.

G.3.3 ACCOUNTING FOR CONTRACT SERVICES:

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning

and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QFF); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

G.3.4 GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

- f. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
 - i. Name and address of the contractor
 - ii. Invoice Date
 - iii. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
 - iv. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
 - v. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
 - vi. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- g. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- h. Invoices shall be processed for approval and payment within 5 working days of the completion of work.
- i. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- j. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. **IMPORTANT:** DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address: <http://www.dfas.mil/money/vendor/>

G.3.5 WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)*
- Web Invoicing System (WInS)*(<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats* (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify)*_____

DFAS POC and Phone: DFAS INDIANAPOLIS, 1-888-332-7366

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) DFAS INDIANAPOLIS, 1-888-332-7366. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

- | TYPE OF DOCUMENT | [Check the appropriate block] |
|---|--------------------------------------|
| <input type="checkbox"/> Commercial Item Financing | |
| <input type="checkbox"/> Construction Invoice (Contractor Only) | |
| <input type="checkbox"/> Invoice (Contractor Only) | |
| <input type="checkbox"/> Invoice and Receiving Report (COMBO) | |
| <input type="checkbox"/> Invoice as 2-in-1 (Services Only) | |
| <input type="checkbox"/> Performance Based Payment (Government Only) | |
| <input type="checkbox"/> Progress Payment (Government Only) | |
| <input type="checkbox"/> Cost Voucher (Government Only) | |
| <input type="checkbox"/> Receiving Report (Government Only) | |
| <input type="checkbox"/> Receiving Report With Unique Identification (UID) Data (Government Only) | |

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

[Summary Cost Voucher](#) (Government Only)

ISSUE BY DODAAC: W9133L

ADMIN BY DODAAC: W9133L

INSPECT BY DODAAC: W909UJ

ACCEPT BY DODAAC: W909UJ

SHIP TO DODAAC: W909UJ

LOCAL PROCESSING OFFICE DODDAC: N/A

PAYMENT OFFICE FISCAL STATION CODE: HQ0105

EMAIL POINTS OF CONTACT LISTING:

Additional information will be submitted at the task order level.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-9	Refund Of Royalties	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.227-7020	Rights In Data--Special Works	JUN 1995
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of NGB-ZC-PARC and shall not be binding until so approved.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

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

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

XXX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XXX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

XXX(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

XXX(10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XXX (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XXX (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XXX (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XXX (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XXX(19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XXX(20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XXX (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XXX (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 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)).

___ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XXX (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (36)(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.]

XXX (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

XXX (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.).

XXX (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 July 2007** through **30 June 2012** [estimates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$50,000,000.00**;

(2) Any order for a combination of items in excess of **\$50,000,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 April 2013**. [insert date].

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 Days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 July 2012 (estimate)
(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/VFFAR1.HTM>

or

<http://www.arnet.gov/far/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XXX 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) XXX 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) XXX 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) XXX 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) XXX 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) XXX 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) XXX 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) XXX 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) XXX 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) XXX 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ~~XXX~~ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

ORDER FOR SUPPLIES OR SERVICES

1 CONTRACT/PURCH ORDER/ AGREEMENT NO W9133L-08-D-0100	2 DELIVERY ORDER/ CALL NO 0058	3 DATE OF ORDER/CALL (YYYYMMDD) 2011 Aug 24	4 REQ / PURCH REQUEST NO 0010080984	5 PRIORITY
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6. ISSUED BY NGB-ZC-AQ - W9133L 111 SOUTH GEORGE MASON DR BLDG. 2, 4TH FLOOR ARLINGTON VA 22204-1373	CODE W9133L	7. ADMINISTERED BY (if other than 6) SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR LAUGHLIN, MARINACCIO & OWENS, INC. NAME SHARON CUNNINGHAM - MEDIA AND 2000 N 14TH ST #800 ADDRESS ARLINGTON VA 22201-2540	CODE 1B4M8	FACILITY	10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12 DISCOUNT TERMS Net 30 Days	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15

14. SHIP TO W39L USA NG READINESS CENTER W39L USA NG READINESS CENTER 111 S GEORGE MASON DRIVE ARLINGTON VA 22204-1382	CODE W909UJ	15. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEBHS HQ0490 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800	CODE HQ0490	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies 1			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)	(b) (6)	25. TOTAL	(b) (4)
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	--------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		32. PAID BY
36. I certify this account is correct and proper for payment.			33. AMOUNT VERIFIED CORRECT FOR

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.
--------------------	--	--	------------------	------------------------

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO	42. S/R VOUCHER NO.
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Section SF 30 - BLOCK 14 CONTINUATION PAGE

STATEMENT OF WORK

1. BACKGROUND The Army National Guard – Guard Strength Sustainment (ARNG-GSS) Division's objectives are to assist state recruiters in recruiting new soldiers and retain currently serving ARNG members. Filling critical and rare skill sets has been both a challenge and priority for the ARNG. The Active Guard Reserve (AGR) Title 10 Recruiting program was initiated in support of the ARNG Human Capital Management (HCM) Division to target qualified mid-grade Non-commissioned Officers (NCOs) and Officers to fill personnel vacancies of critical need.

2. SCOPE The contractor shall provide professional, technical, administrative, and analytical services in support of the ARNG's mission to recruit mid-grade NCOs and Officers to fill critical need vacancies.

3. OBJECTIVE The objective of this task order is to support the AGR Title 10 program at national career fairs and trade show events across the country while incorporating a wide variety of marketing endeavors to target needed personnel.

3.1. Level of Effort (LOE) The Government seeks a contractor staffing methodology that provides unparalleled success in meeting the requirements of this Performance Work Statement (PWS), while providing excellent leadership, management, and supervision.

3.2. Place of performance: The contract will be based out of the following location:

Address: 111 S. George Mason Drive

City, State: Arlington, VA

Zip Code: 22202

The contract will also be based throughout the 54 States and Territories. Specific locations will be determined based on the needs and demands of the Government. However, the Government reserves the right to modify place of performance based upon the needs of the program.

4. PERSONNEL REQUIREMENTS None

5. TASKINGS/DELIVERABLES Any taskings/deliverables defined in this PWS shall be submitted under official company letterhead and signed by the designated company representative. Artwork, graphic design, physical samples, and proofs for RPIs, and other promotional materials shall be delivered to the following address:

Arlington Hall
111 S. George Mason Drive
Arlington, VA 22202

The established team for this task order requires the following contract deliverables:

5.1. Contractor Activities

5.1.1. Conduct a post-award meeting within ten (10) business days of the task order award date. The meeting will introduce the Government to the members of the contractor team responsible for execution of the program. The contractor will address the steps, processes, key milestones, and other objectives intended to complete the program successfully. The contractor will provide a draft of all reports for Government approval. The contractor will distribute an AAR within 24 hours after the meeting to the Government that will define the responsibilities assigned to the contractor.

5.1.2. The contractor shall maintain an ongoing dialog with NGB and state forces to ensure continuity of ARNG's intent with regard to the Title 10 recruiting and trade show booth.

5.2. Contractor Deliverables

5.2.1. The contractor shall ensure the AGR Title 10 Recruiting trade show booth is in attendance at local, regional, and national events that attract large numbers of targeted and qualified persons. Using a variety of marketing tools such as branded displays, personnel uniforms, program introduction video, signage, and other highly visible aids, the contractor shall provide the ARNG with national branding exposure. The minimum specifications of the trade show booth include but are not limited to the requirements listed below:

- Must be able to fill an average 10' x 10' display booth footprint, be relatively easy to transport but still eye catching for prospects and COIs. The design shall include a listing of a few basic benefits of the program in order to provide an initial hook, but it should leave the majority of the details to be explained by the recruiter through face-to-face interaction.
- Provide video playing capabilities to show a five (5) minute, Title 10 Promotional video displayed on a loop to attract the attention of the targeted market.

5.2.2. The contractor shall produce a specialized pamphlet for distribution at display booths and conference visits. The pamphlet should briefly explain the concept of the Title 10 program, application requirements, benefits, and contact information.

5.2.3. The contractor shall advertise the program on ARNG approved websites to include: www.nationalguard.com, www.military.com, www.army.com, www.armyforums.com, www.militarytimes.com, www.facebook.com, www.linkedin.com through branded trade show displays and distribution of wearables, printed materials, audio and visual aids.

5.2.4. The contractor shall maximize use of free or low cost advertising opportunities by utilizing existing and funded MOS Programs as well as use of traditional advertising in GX Magazine, and distribution of posters and fliers in high value locations.

6. MANAGEMENT OF DELIVERABLES AND REPORTING The contractor shall be responsible for creating, maintaining, archiving, and disposing of only those Government records

and reports required by the PWS and specific task order. The contractor shall provide the Contracting Officer/ Contracting Officer Representative (KO/COR) or authorized representative access to all records, data, and facilities used in the performance of the anticipated services. The contractor will maintain all records of performance in accordance with the Defense Contract Audit Agency (DCAA) requirements and additional guidance by the KO. The known constraints for this program are as follows:

6.1. All information concerning the data shall be property of the United States Government. The contractor shall not publish or disclose such data or reports in any manner and understands that such data can only be released by the consent of the ARNG-GSS.

The contractor shall be responsible for adhering to all public safety laws and regulations as required by the different counties and states (Fire extinguishers, signs, etc.).

6.2. Monthly Report

A written report shall be submitted monthly to the COR no later than the 15th business day of every month. The monthly report will consist of the following:

6.2.1. Summary of financial data to include hours and costs expended for the month and execution to date. The contractor shall itemize monthly costs, breaking down hours worked, travel expenses, and reimbursable expenses (if applicable). The contractor shall organize this information by Contract Line Item Number (CLIN) and differentiate tasking costs. The ODC section of this report must be developed in detail. The COR or approved Government representative will provide more information/direction at the post-award meeting.

6.2.3. A report of the summary of tasks accomplished, critical actions/issues, problems/issues encountered, and program recommendations.

6.2.4. Other information as directed by the Government.

6.3. Quality Assurance/Quality Control Plan (QA/QC) The contractor shall develop and maintain an effective quality control program in accordance with their approved management oversight plan from the base contract to ensure services are performed as described in the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means to assure the work complies with the requirements of the contract. An initial QA/QCP shall be provided as part of the Offeror's proposal and will be updated within thirty (30) days of task order award based on the Government's input and review. This plan will identify the contractor's ability to mobilize employees (nationally and internationally) in order to protect the Government's mission and requirements.

6.4. Transition Plan (TP) the Offeror shall include a draft incoming TP. The TP will include risk reduction methodology, transition of historic data, technical documentation, staffing

methodologies, inventory, and transfer of any Government Furnished Equipment (GFE) and Government Furnished Information (GFI) for approval by the Government. The TP is to be executed within the first thirty (30) days after task order award. The TP will be provided as part of the Offeror's proposal and is included within the page limitations. In the event that there was a different previous contract provider, the plan will describe in detail the transition of the contract responsibilities from one contractor to another and provide the current contract employees "first right of refusal." The TP will also include any other necessary information as directed by the Government during the post-award meeting.

6.5. Customer Satisfaction Survey (CSS) Within the first ninety (90) days of contract award, the contractor will provide an electronic CSS to the COR to determine satisfaction of provided contract services. Survey results will be made available to the Government point of contact and a briefing will be conducted no later than (NLT) 120 days after task order award. Subsequent surveying will be accomplished as directed by the Government. The format and information gleaned from this survey will be discussed at the post-award meeting. A sample of the survey shall be provided to the COR within 30 days of task order award.

6.6. Quality Assurance (QA) The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). The Program COR and the designated PMO representative will provide management oversight of the contractor's performance and measure the quality of performance against the published QASP performance measures. The PMO published QASP will utilize the contractor-provided QA/QCP to identify contractor generated reports that are available for review. The QASP is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the PWS. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum Acceptable Quality Level(s) (AQL).

6.7. Government Remedies The KO shall follow the requirements of the Federal Acquisition Regulation (FAR) 52.246-7 Inspection Fixed Price, as applicable for contractor's failure to correct non-conforming services. In the event that services fail to conform to task order requirements and cannot be remedied by re-performance, the ARNG reserves the right to reduce the task order price to reflect the reduced value on the non-conforming services. The Government will notify the contractor of weaknesses or discrepancies as they become apparent. The first notification will be to attempt to obtain re-performance, if possible. Deficiencies that exceed the service delivery acceptable levels will be placed on a Contract Discrepancy Report.

7. CONTRACT MANAGEMENT AND OVERSIGHT REQUIREMENTS Offeror will propose a management and oversight structure that ensures sufficient management, control, leadership, training, quality, and cost control that will be exercised in the execution of this task order.

7.1. Period of Performance (POP) This task order will run from the task order award date for a period of 365 days as the base year.

7.2. The contractor shall notify the COR, electronically, of invoice submission.

7.3. The contractor will provide complete contract documentation for all contract expenditures to the ARNG-GSS, upon request.

8. NORMAL HOURS OF OPERATION Contractor personnel are expected to conform to customer agency normal operating hours. However, based upon command requirements flex hours are authorized to meet mission needs. There may be occasions where work on nights and weekends will be required. No overtime is authorized. In the event of a shutdown for any reason, the Government will not be liable for contractor's costs incurred during this period.

8.1. Recognized Holidays The Government observes the following Federal holidays:

New Year's Day	1 st January
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Fourth of July	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	11 th of November
Thanksgiving Day	4 th Thursday in November
Christmas	25 th of December

The contractor may choose to perform work on recognized holidays or outside normal duty hours, which shall be performed at no additional cost to the Government. Prior notification to the COR shall be provided in writing for any overtime requests.

9. TYPE OF CONTRACT This is a non-personal service, Firm-Fixed Price contract (FFP).

10. SECURITY REQUIREMENTS The contractor shall be responsible for safeguarding information from this task order in accordance with the base contract. Conflicts with the requirements set below and the requirements of the base contract, the base contract shall take precedence.

10.1. The contractor is responsible for safeguarding information of a confidential or sensitive nature. Failure to safeguard any classified/privileged information, which may involve the contractor or the contractor's personnel or to which they may have access, may subject the contractor and/or the contractor's employees to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor. All programs and materials developed at Government expense during the course of this task order are the property of the Government. Contractor personnel shall be required to obtain and maintain appropriate security badges and adhere to the installation

security requirements. The performance of this requirement may require the contractor to have access to classified information. (FAR clause 52-204-2, Security Requirements, as required by either FAR Subpart 4.404(a) or FAR Subpart 4.404(d), whichever is appropriate.) Security will be in accordance with Department of Defense (DoD) Form 254, DoD Contract Security Classification Specification. The contractor's QCP and Internal Systems Disaster Recovery Plan will provide provisions for safeguarding, storing and recovering classified, privileged or sensitive information and data.

10.2. The contractor's security measures must be submitted with their proposal and be equivalent to those used by the Government to protect classified levels of military or other Government information and/or data. No electronic data of a classified or sensitive nature will be transferred or stored on any non-Government devices. No written material that contains classified or sensitive information will be left unattended for any period including materials in private offices. Written materials will not be circulated or the content disclosed to any person who's "need to know" has not been clearly established.

11. POST-AWARD CONFERENCE/IN PROGRESS REVIEWS (IPR) The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The KO, COR, and other Government and/or PMO personnel may meet periodically with the contractor to review the contractor's performance. The PMO provides program management support services that reflect the ARNG's Recruiting and Retention goals, objectives, and interests. The PMO will assist with the management and monitoring of GSD programs and contractors and will be included in meetings at the discretion of the KO and/or COR. At IPRs, the KO will inform the contractor of how the Government views the contractor's performance; the contractor will in turn inform the Government of issues, if any, being experienced. Appropriate action will be taken to resolve outstanding issues. The PMO representative will provide cursory advisory information and data relevant to the status of performance based on its program oversight responsibilities. The IPRs shall be at no additional cost to the Government.

12. CONTRACTING OFFICER REPRESENTATIVE (COR) The COR will be identified at the post-award meeting and will be responsible for monitoring all management aspects of the contract and assist in contract administration. The COR is authorized to perform the following functions: ensure the contractor performs the management and technical requirements of the contract, perform quarterly IPRs, and maintain management oversight of the contractor's QCP and contract management plan. The COR monitors contractor's performance and notifies the KO and contractor of any deficiencies, coordinates availability of GFE, and provides authorization to the site locations. The KO issues a letter of designation to the COR and sends a copy to the contractor stating the responsibilities and limitations of the COR, specifically with regard to changes in cost or price and estimates or changes in delivery dates. The COR is not authorized to change any of the terms and/or conditions of the resulting order.

**PERFORMANCE REQUIREMENTS SUMMARY
(WORK BREAKDOWN STRUCTURE)**

PERFORMANCE REQUIREMENTS, TASK, AND DELIVERABLES

TITLE 10 ACTIVE GUARD RECRUITING PROGRAM

TABLE 1 DELIVERABLES

	ITEM	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Monthly Report	15th day of the month.	None. The Government has 10-days to review and approve, or direct changes.	Softcopy, Hardcopy

2	Quality Assurance/Quality Control Plan	Included with Offeror's proposal; updated within 30 days of task order award based on the Government's input and review	None. The Government has 10-days to review and approve, or direct changes.	Softcopy, Hardcopy
3	Transition Plan	Included with Offeror's proposal; to be executed within the first 30 days after task order award	None. The Government has 10-days to review and approve, or direct changes.	Softcopy, Hardcopy
4	Customer Satisfaction Survey	Survey delivered to the COR 90 days after task order award; Survey results provided within 120 days after task order award Briefing provided at the Government's discretion.	None. The Government has 10-days to review and approve, or direct changes.	Softcopy, Hardcopy
6	Trade Show Booth	The contractor shall ensure the Trade Show Booth is in attendance at local, regional and national events to attract large numbers of target qualified persons.	None	Hardcopy
7	Pamphlet	The contractor shall produce a specialized pamphlet for distribution at display booths and conference visits. It should briefly explain the concept of the program, application requirements, and contact information.	None	Softcopy, Hardcopy

8	Advertising	The contractor shall advertise on the Guard's recruiting website. Maximize use of free or low cost advertising opportunities by piggybacking on existing and funded MOS Programs, use of traditional advertising in GX Magazine, and distribution of posters and fliers in high value locations.	None	Softcopy
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TABLE 2 PERFORMANCE REQUIREMENTS

	CATEGORY	DELIVERABLES AND ACTIVITIES	PERFORMANCE STANDARDS	MIN AQL	MILESTONES/ INTERVALS	MONITORING METHOD
1	Plans and Reports	Monthly Report; Quality Assurance / Control Plan; Transition Plan; Customer Satisfaction Survey	All required content included in the documentation and delivered on time.	100% compliance	As indicated in the Deliverables table	Inspection, Reports
2	Meetings	Post-award meeting	All required content included and performed on time.	100% compliance	Post-award meeting: 10 business days after contract award.	Inspection
4	Marketing Materials	Trade show booth/Pamphlet/Marketing Video	All required content included and performed on time.	100% compliance	As indicated in the Deliverables table	Inspection

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Dollars, U.S.	(b) (4)	(b) (4)

Advertising Services

FFP

To provide non-personal services to perform core program operations and management support in accordance with the discrete elements as addressed in the SOW. Pricing will be determined at the Task Order level.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010080984

NET AMT

(b) (4)

ACRN AA

CIN: GFEB001008098400001

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
3001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
3001	POP 25-AUG-2011 TO 24-AUG-2012	N/A	W39L USA NG READINESS CENTER W39L USA NG READINESS CENTER 111 S GEORGE MASON DRIVE ARLINGTON VA 22204-1382 703-607-9421 FOB: Destination	W909UJ

Section G - Contract Administration Data

WAWF**1. GOVERNMENT CONTRACTING PERSONNEL:**

- a. The Contracting point(s) of contact for this contract will be the following:

Contracting Officer:

MAJ (b) (6)

(b) (6)

Office: (b) (6)

Address:

National Guard Bureau (NGB-ZC-AQ)

111 S. George Mason Drive

Arlington, VA 22204

Fax: 703-607-1742

- b. All contracting actions and/or correspondence should be forwarded through the COR appointed in the contract schedule.

2. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

- a. The Contracting Officer has appointed the following individuals as the primary and alternate COR for this contract:

Primary COR:

SGT (b) (6)

(b) (6)

(b) (6)

Address:

National Guard Bureau (NGB-ZC-AQ)

111 S. George Mason Drive, Suite 4T-ZC

Arlington, VA 22204-1373

Fax: 703-607-1742

- b. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule,

- or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.
- c. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.
 - d. In the absence of the Primary COR named above (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the Primary COR shall be the responsibility of the Alternate COR (if appointed) acting on behalf of the Primary COR.

3. ACCOUNTING FOR CONTRACT SERVICES:

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity; (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees

deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

4. GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

- a. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
 - i. Name and address of the contractor
 - ii. Invoice Date
 - iii. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
 - iv. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
 - v. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
 - vi. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- b. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- c. Invoices shall be processed for approval and payment within 5 working days of the completion of work.
- d. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- e. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. **IMPORTANT:** DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address:
<http://www.dfas.mil/money/vendor/>

5. WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)*
- Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)*
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)*
- Other (please specify) _____*

DFAS POC and Phone: DFAS Indianapolis, (888) 332-7366 Option 2, option 2

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Indianapolis (HQ0105) at (888) 332-7366, Option 2, option 2 or faxed to (877) 869-6304. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

- [Commercial Item Financing](#)
- [Construction Invoice](#) (Contractor Only)
- [Invoice](#) (Contractor Only)
- [Invoice and Receiving Report \(COMBO\)](#)
- [Invoice as 2-in-1 \(Services Only\)](#)
- [Performance Based Payment](#) (Government Only)
- [Progress Payment](#) (Government Only)

[Cost Voucher](#) (Government Only)

[Receiving Report](#) (Government Only)

[Receiving Report With Unique Identification \(UID\) Data](#) (Government Only)

UID is a new globally unique “part identifier” containing data elements used to track DoD parts through their life cycle.

[Summary Cost Voucher](#) (Government Only)

CAGE CODE: 3LRV4 DUN NUMBER: 931898969

ISSUE BY DODAAC: W9133L

ADMIN BY DODAAC: W9133L

INSPECT BY DODAAC: W909UJ

ACCEPT BY DODAAC: W909UJ

SHIP TO DODAAC: W909UJ

LOCAL PROCESSING OFFICE DODDAC: N/A

PAYMENT OFFICE FISCAL STATION CODE: HQ0105

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: (b) (6)

ACCEPTOR: (b) (6)

RECEIVING OFFICE POC: (b) (6)

CONTRACT ADMINISTRATOR: (b) (6)

CONTRACTING OFFICER: (b) (6)

PRICE SCHEDULE

(b) (4)

ACCOUNTING AND APPROPRIATION DATA

AA: 021201120112065000044343424Z0040088918

6100.9000021001

COST CODE: A1835

AMOUNT: (b) (4)

CIN GFEBS001008098400001: (b) (4)

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)