

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 75	
2. CONTRACT NO. W9133L-08-D-0001		3. SOLICITATION NO. W9133L-07-R-0044	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 23 Jul 2007	6. REQUISITION/PURCHASE NO.		
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 6 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 _____ until 03:00 PM local time 23 Aug 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. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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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 15 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)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 1MRK2	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JEAN ALDRIDGE / CONTRACT MANAGER		
DOCUMENT AND PACKAGING BROKERS, INC JEAN ALDRIDGE DBA DOCUPAK 10 COMMERCE DRIVE PELHAM AL 35124					

15B. TELEPHONE NO (Include area code) 888-291-6004	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 \$0.00	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 (4 copies unless otherwise specified)	ITEM	
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
26. NAME OF CONTRACTING OFFICER (Type or print) (b) (6) TEL: 703 607-1214 EMAIL: (b) (6)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 11-Dec-2007		

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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Ongoing Operations Support FFP To provide Non-personal Services to perform core program operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination		Dollars, U.S.		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Promotional Programs and Events FFP To provide Non-personal Services to perform ongoing operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based only on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination		Dollars, U.S.		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Conference Events FFP To provide Non-personal Services to perform services required for comprehensive internal and external conference management in accordance with the discrete elements as addressed in the PWS. This CLIN is for services that are non-core program operations and management support (CLIN 0001) and non-promotional programs and events (CLIN 0002). The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination		Dollars, U.S.		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Promotional Items FFP To provide Non-personal Services to procure promotional items, awards, and recruiter presentation items in accordance with the discrete elements as addressed in the PWS. This is a non-labor CLIN. FOB: Destination		Dollars, U.S.		
NET AMT					\$0.00

ITEM NO 0005	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
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Other Direct Costs

T&M

The Government is reserving this CLIN for specific purposes and is restricting its use. It is the Government's intention to allow the contractor to only use this Other Direct Costs (ODC) CLIN for unusual or one-time expenditures, which includes travel. The contractor shall not use this ODC CLIN as a primary means to implement the contract and/or any associated task orders; the contractor shall accomplish that using the other CLINs. The Government expects the contractor to account for incidental costs in a burden factor, e.g. overhead rate, and not to price them as separate ODC CLIN costs. The Government requires the contractor to include costs that are directly chargeable to this contract in the other CLINs- such as a direct material or supply cost, direct labor cost, indirect cost, or any other category of cost-not to this ODC CLIN. The Contracting Officer shall determine the allowability of ODCs in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and with the limitations and restrictions as specified above. Should the contractor use this CLIN, then the contractor's Price proposals shall provide a detailed list of all ODCs and provide a basis for pricing. All travel in support of this contract shall be in accordance with the Joint Travel Regulations (JTR). No other charges of any type shall be applied to travel.

FOB: Destination

TOT ESTIMATED PRICE

\$0.00

CEILING PRICE

ITEM NO 0006	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
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Manpower

FFP

SUBJECT: IMPLEMENTATION OF FFICE OF THE ASSISTANT SECRETARY OF THE ARMY DATA COLLECTION SITE:

a. Implement "by order of the Assistant Secretary of the Army Manpower & Reserve Affairs." The following language hereunder of which is hereby incorporated into and made a part of all Basic Contracts Statement of Work; present Task and Delivery Orders Statement of Work. The requiring activity shall include the language hereunder in all forthcoming Contracts; Task and Delivery Orders Statements of Work. The Contracting officer will provide a CLIN in section B to allow for payment in compliance with the requirement.

b. IMPLEMENTAION:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor 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); (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) Estimate data collection cost; (10) Organizational titles associated with the Unit Identification Number (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with the UIC for the purposes of reporting the information); (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 shall 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.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001			Dollars, U.S.		
OPTION	Ongoing Operations Support FFP To provide Non-personal Services to perform core program operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		
OPTION	Promotional Programs and Events FFP To provide Non-personal Services to perform ongoing operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based only on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Dollars, U.S.		
OPTION	Conference Events FFP To provide Non-personal Services to perform services required for comprehensive internal and external conference management in accordance with the discrete elements as addressed in the PWS. This CLIN is for services that are non-core program operations and management support (CLIN 0001) and non-promotional programs and events (CLIN 0002). The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Dollars, U.S.		
OPTION	Promotional Items FFP To provide Non-personal Services to procure promotional items, awards, and recruiter presentation items in accordance with the discrete elements as addressed in the PWS. This is a non-labor CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO 1005	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
OPTION	Other Direct Costs T&M				
	<p>The Government is reserving this CLIN for specific purposes and is restricting its use. It is the Government's intention to allow the contractor to only use this Other Direct Costs (ODC) CLIN for unusual or one-time expenditures, which includes travel. The contractor shall not use this ODC CLIN as a primary means to implement the contract and/or any associated task orders; the contractor shall accomplish that using the other CLINs. The Government expects the contractor to account for incidental costs in a burden factor, e.g. overhead rate, and not to price them as separate ODC CLIN costs. The Government requires the contractor to include costs that are directly chargeable to this contract in the other CLINs- such as a direct material or supply cost, direct labor cost, indirect cost, or any other category of cost-not to this ODC CLIN. The Contracting Officer shall determine the allowability of ODCs in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and with the limitations and restrictions as specified above. Should the contractor use this CLIN, then the contractor's Price proposals shall provide a detailed list of all ODCs and provide a basis for pricing. All travel in support of this contract shall be in accordance with the Joint Travel Regulations (JTR). No other charges of any type shall be applied to travel.</p>				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00

ITEM NO 1006	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
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OPTION

Manpower
FFP

SUBJECT: IMPLEMENTATION OF FFICE OF THE ASSISTANT SECRETARY OF THE ARMY DATA COLLECTION SITE:

a. Implement "by order of the Assistant Secretary of the Army Manpower & Reserve Affairs." The following language hereunder of which is hereby incorporated into and made a part of all Basic Contracts Statement of Work; present Task and Delivery Orders Statement of Work. The requiring activity shall include the language hereunder in all forthcoming Contracts; Task and Delivery Orders Statements of Work. The Contracting officer will provide a CLIN in section B to allow for payment in compliance with the requirement.

b. IMPLEMENTAION:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor 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); (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) Estimate data collection cost; (10) Organizational titles associated with the Unit Identification Number (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with the UIC for the purposes of reporting the information); (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 shall 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.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Dollars, U.S.		
OPTION	Ongoing Operations Support FFP To provide Non-personal Services to perform core program operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		
OPTION	Promotional Programs and Events FFP To provide Non-personal Services to perform ongoing operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based only on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Dollars, U.S.		
OPTION	Conference Events FFP To provide Non-personal Services to perform services required for comprehensive internal and external conference management in accordance with the discrete elements as addressed in the PWS. This CLIN is for services that are non-core program operations and management support (CLIN 0001) and non-promotional programs and events (CLIN 0002). The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004			Dollars, U.S.		
OPTION	Promotional Items FFP To provide Non-personal Services to procure promotional items, awards, and recruiter presentation items in accordance with the discrete elements as addressed in the PWS. This is a non-labor CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005			Dollars, U.S.		

OPTION Other Direct Costs
T&M

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FOB: Destination

TOT ESTIMATED PRICE	\$0.00
CEILING PRICE	

ITEM NO 2006	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
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OPTION

Manpower
FFP

SUBJECT: IMPLEMENTATION OF FFICE OF THE ASSISTANT SECRETARY OF THE ARMY DATA COLLECTION SITE:

a. Implement "by order of the Assistant Secretary of the Army Manpower & Reserve Affairs." The following language hereunder of which is hereby incorporated into and made a part of all Basic Contracts Statement of Work; present Task and Delivery Orders Statement of Work. The requiring activity shall include the language hereunder in all forthcoming Contracts; Task and Delivery Orders Statements of Work. The Contracting officer will provide a CLIN in section B to allow for payment in compliance with the requirement.

b. IMPLEMENTAION:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor 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); (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) Estimate data collection cost; (10) Organizational titles associated with the Unit Identification Number (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with the UIC for the purposes of reporting the information); (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 shall 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.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
3001			Dollars, U.S.			
OPTION	Ongoing Operations Support FFP To provide Non-personal Services to perform core program operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination					
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
3002			Dollars, U.S.			
OPTION	Promotional Programs and Events FFP To provide Non-personal Services to perform ongoing operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based only on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination					
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Dollars, U.S.		
OPTION	Conference Events FFP To provide Non-personal Services to perform services required for comprehensive internal and external conference management in accordance with the discrete elements as addressed in the PWS. This CLIN is for services that are non-core program operations and management support (CLIN 0001) and non-promotional programs and events (CLIN 0002). The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004			Dollars, U.S.		
OPTION	Promotional Items FFP To provide Non-personal Services to procure promotional items, awards, and recruiter presentation items in accordance with the discrete elements as addressed in the PWS. This is a non-labor CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005			Dollars, U.S.		
OPTION	Other Direct Costs				
	T&M				
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	FOB: Destination				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006			Dollars, U.S.		

OPTION

Manpower
FFP

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a. Implement "by order of the Assistant Secretary of the Army Manpower & Reserve Affairs." The following language hereunder of which is hereby incorporated into and made a part of all Basic Contracts Statement of Work; present Task and Delivery Orders Statement of Work. The requiring activity shall include the language hereunder in all forthcoming Contracts; Task and Delivery Orders Statements of Work. The Contracting officer will provide a CLIN in section B to allow for payment in compliance with the requirement.

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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor 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); (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) Estimate data collection cost; (10) Organizational titles associated with the Unit Identification Number (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with the UIC for the purposes of reporting the information); (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 shall 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.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
4001			Dollars, U.S.			
OPTION	Ongoing Operations Support FFP To provide Non-personal Services to perform core program operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination					
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
4002			Dollars, U.S.			
OPTION	Promotional Programs and Events FFP To provide Non-personal Services to perform ongoing operations and management support in accordance with the discrete elements as addressed in the PWS. The support shall be based only on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination					
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Dollars, U.S.		
OPTION	Conference Events FFP To provide Non-personal Services to perform services required for comprehensive internal and external conference management in accordance with the discrete elements as addressed in the PWS. This CLIN is for services that are non-core program operations and management support (CLIN 0001) and non-promotional programs and events (CLIN 0002). The support shall be based on the fully burdened labor rates set forth in the contract. The fully burdened rates shall include base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. Subcontractor charges shall be included in this CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004			Dollars, U.S.		
OPTION	Promotional Items FFP To provide Non-personal Services to procure promotional items, awards, and recruiter presentation items in accordance with the discrete elements as addressed in the PWS. This is a non-labor CLIN. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005			Dollars, U.S.		

OPTION Other Direct Costs
T&M

The Government is reserving this CLIN for specific purposes and is restricting its use. It is the Government's intention to allow the contractor to only use this Other Direct Costs (ODC) CLIN for unusual or one-time expenditures, which includes travel. The contractor shall not use this ODC CLIN as a primary means to implement the contract and/or any associated task orders; the contractor shall accomplish that using the other CLINs. The Government expects the contractor to account for incidental costs in a burden factor, e.g. overhead rate, and not to price them as separate ODC CLIN costs. The Government requires the contractor to include costs that are directly chargeable to this contract in the other CLINs- such as a direct material or supply cost, direct labor cost, indirect cost, or any other category of cost-not to this ODC CLIN. The Contracting Officer shall determine the allowability of ODCs in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and with the limitations and restrictions as specified above. Should the contractor use this CLIN, then the contractor's Price proposals shall provide a detailed list of all ODCs and provide a basis for pricing. All travel in support of this contract shall be in accordance with the Joint Travel Regulations (JTR). No other charges of any type shall be applied to travel.

FOB: Destination

TOT ESTIMATED PRICE	\$0.00
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006			Dollars, U.S.		

OPTION

Manpower
FFP

SUBJECT: IMPLEMENTATION OF FFICE OF THE ASSISTANT SECRETARY OF THE ARMY DATA COLLECTION SITE:

a. Implement "by order of the Assistant Secretary of the Army Manpower & Reserve Affairs." The following language hereunder of which is hereby incorporated into and made a part of all Basic Contracts Statement of Work; present Task and Delivery Orders Statement of Work. The requiring activity shall include the language hereunder in all forthcoming Contracts; Task and Delivery Orders Statements of Work. The Contracting officer will provide a CLIN in section B to allow for payment in compliance with the requirement.

b. IMPLEMENTAION:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor 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); (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) Estimate data collection cost; (10) Organizational titles associated with the Unit Identification Number (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with the UIC for the purposes of reporting the information); (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 shall 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.

FOB: Destination

NET AMT

\$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$500,000.00	475,000,000.00	\$475,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$1.00	475,000,000.00	\$475,000,000.00

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
0005		\$		\$
0006		\$		\$
0001		\$		\$
0002		\$		\$
0003		\$		\$

0004	\$	\$
2002	\$	\$
3004	\$	\$
1006	\$	\$
2006	\$	\$
3006	\$	\$
4006	\$	\$
1001	\$	\$
1002	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
2001	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$
3001	\$	\$
3002	\$	\$
3003	\$	\$
3005	\$	\$
4001	\$	\$
4002	\$	\$
4003	\$	\$
4004	\$	\$
4005	\$	\$

PRICING INFORMATION

B.1 Pricing Overview

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract utilizing Firm Fixed Price (FFP) service Task Orders (TOs). Pursuant to Federal Acquisition Regulation (FAR) Subpart 37.6, performance-based contracting techniques will be applied under this contract and for any future task orders to the maximum extent practicable. The Period of Performance (POP) is one (1) base period and four (4) option periods. A period of performance consists of twelve (12) months.

B.2 Task Orders

The contractor shall perform work under this contract as necessary to meet the performance objectives and goals as identified by the Government in the base contract and subsequent task orders issued by the Contracting Officer (KO). Following contract award, the Government shall order services under this contract by means of task orders with specifically defined work requirements, deliverable products, and performance standards. All future task orders will be FFP with the exception of the Other Direct Cost (ODC) Contract Line Item Number (CLIN) being Time and Material (T&M).

An initial task order for program operations support (CLIN 0001) shall be negotiated based on fully burdened labor rates established in the contract. This initial task order shall provide the technical approach and management support activities to support this nation-wide marketing program.

The Government encourages the contractor to provide fully burdened labor rate discounts for future task orders. Fully burdened labor rates include the base rate, fringe benefits, overhead, general and administrative expenses (G&A) and other charges. The number of labor hours per labor category shall be negotiated for each task order.

The quantity of each labor category hours ordered will be multiplied against the labor rate listed in this contract or as negotiated for the task order and the cumulative extended total price of all negotiated promotional items and/or ODCs prices which will define the FFP for the task order.

The contractor shall identify and itemize promotional items and ODCs in all task order proposal submissions.

Partial payment of FFP task orders may be negotiated based on the completion of contractually specified milestones.

B.3 Contract Line Item Numbers Structure

All prices shall conform to the format defined herein. Additional price elements not included in the defined format are not permitted. Any services, promotional item, material, or supplies required in the performance of this contract or in future task orders for, which a price is not

specifically identified in the price tables will be considered to be included in the price of another item or provided at no charge to the Government, except as otherwise provided for in this contract or future task order. The contractor may waive any contract or task order price in the future at any time.

The contract services as defined in the Performance Work Statement (PWS) will be supported under the following CLINs:

CLIN 0001: Program Operations Support

CLIN 0002: Promotional Programs and Events

CLIN 0003: Conference Events

CLIN 0004: Promotional Items

CLIN 0005: Other Direct Costs

B.4 Additional Labor Categories

Additional labor categories may be added at the task order level for CLINs 0001, 0002, and 0003. Requests to add additional labor categories should match with the pricing methodology employed to establish the fully burdened labor rates awarded with the basic contract. The Government reserves the right to negotiate additional labor categories and associated fully burdened labor rates on a task order basis.

B.5 CLIN and Price Tables

The tables provided in Section J-1 shall be used when submitting price proposals for task orders under this contract. Also, a specific table, which is identified in Section J-1, shall be used to provide labor category schedule rates which will be incorporated into the contract.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**Performance Work Statement for Marketing****C.1 GENERAL****C.1.1 Background**

The National Guard Bureau's mission, to include the Army National Guard (ARNG) and Air National Guard (ANG) Directorates, is to provide policies, programs, procedures, and guidance to the states and territories to meet their end-strength objectives in accordance with the Strength Maintenance Philosophy. Specifically, this philosophy is to recruit quality soldiers, conduct attrition management designed to reduce first-term soldier losses and training pipeline losses, and ensure retention and extension of quality soldiers before the expiration of their term-of-service. Marketing is a successful program that is currently supporting the National Guard Bureau in their mission to maintain Congressionally authorized end-strength.

The Strength Maintenance Philosophy builds a partnership for strength readiness between unit leaders and the recruiting and retention force. Working together, they can develop programs and incentives to meet each unit's strength objectives. This philosophy is illustrated in the three tenets of Army National Guard Strength Maintenance:

- Recruiting: Recruiting Quality (Non-Prior and Prior Service) Soldiers
- Retention: Retaining Soldiers who reach their Expiration Term of Service (ETS)
- Attrition Management: Reducing Losses While Still Under Contractual Military Obligation

Consistent with performance-based contracting practices, the NGB has to define the work in terms of objectives rather than specific tasks. As a result, task orders will define any metrics used to measure performance.

The ARNG expects the contractor to provide an organization and project manager who shall be responsible for all contractor work performed under this solicitation and who is the single point of contact. The contractor shall create a persistent organization to support the project manager in the day-to-day operations, including, but are not limited to monitoring, supervising, directing, planning, collecting, and reporting metrics, and quality assurance. The National Guard requires that the contractor provide the full complement of skills required in this solicitation.

C.1.2 Purpose

The Strength Maintenance Division has a mission to provide policies, programs, procedures, and guidance to the States and Territories so they can achieve their end-strength objectives. This contract will cover broad requirements for supplies and services in connection with the production, planning, preparation, and execution of marketing programs, including promotional programs for various directorates.

Currently, NGB-ASM obtains contract support for marketing programs, Recruiting Promotional Items (RPIs), and conferences via task orders under an existing contract. However, this contract has reached its funding limits; therefore, the NGB requires a new acquisition to provide for future marketing needs.

By directive, the Government expects agencies, including the National Guard (NG), to implement Performance-based Services Acquisitions, if appropriate. The NG believes that performance-based tasks are desirable and consistent with the NGB's goals and objectives, which are performance metric based. This contract will implement performance-based tasks where appropriate.

The express purpose of this IDIQ contract is to award a contract to a single contractor capable of providing management, supervision, personnel, material and equipment to plan, create, design, produce, place, evaluate and measure the effectiveness of Marketing activities.

C.2 PERFORMANCE WORK STATEMENT FOR NATIONAL GUARD BUREAU MARKETING PROGRAMS

C.2.1 Scope

This Performance Work Statement (PWS) covers broad requirements for supplies and services in connection with the production, planning, preparation, and execution of marketing programs for the States and Territories. It includes promotional programs that support NG.

The Contractor shall provide technical and program services on a task order basis. The services shall support national marketing needs, localized ARNG and ANG marketing needs in the 54 States and Territories, and the needs of the State Public Affairs offices. The Government may also require Contractor support services on additional localized marketing programs. The Government will specify required deliverable items within individual task orders. Contractor personnel may be co-located with authorized government personnel in contractor and/or government facilities, dependent upon task order requirements.

Specific projects may include, but shall not be limited to, the following:

- Development, fabrication, maintenance, and geographic positioning of exhibits, presentations, kiosks (including web site creation and CD-ROM & DVD programming), and point-of purchase, static and interactive displays of various sizes and related to a range of topics;
- Internal and external conference program management and support;
- Development and execution of public relations/promotional/tie-in/sponsorship programs (including but not limited to X-Games, NASCAR, Motorcross, Rodeo, sports (youth, professional, college, regional, and other), and movie-related events and tie-ins; both bulk and single tie in.
- Development, production and distribution (to include ground, air and overnight shipping, both bulk and single piece) of recruiting and retention

materials, promotional items, awards materials, video games, CD-ROM & DVD programs (production/design/ replication), electronic organizers, screen savers, trading/collectible cards and related games, office appearance kits, banners, and recruiter presentation items;

- Warehousing and inventory management related to exhibit and display materials, brochure racks, promotional items, recruiter presentation items, awards programs, and related recruiter support materials;
- Coordination and management of the Mobile Event Teams, and
- Video and CD-ROM & DVD production, duplication, mastering, and production.

The Contractor shall also develop, produce, and manage all aspects of ARNG mobile recruiting and retention programs. This shall include, but shall not be limited to, the development, design, production, management, and schedule of ARNG mobile recruiting and retention programs. (Similar programs with other military agencies include the Navy Blue Angels, Air Force Thunderbirds, Army mobile exhibit teams or Golden Knights.)

In addition, the Contractor shall be responsible for the development of marketing training materials for the members of the communities associated with the offices included in the scope of this contract. These materials may include, but shall not be limited to, off-the-shelf marketing books, video, training aids and other motivational materials supporting the professional development of the ARNG and ANG recruiter sales and service forces.

Except when cost-prohibitive or otherwise not recommended (such as when professional talent is used), the Contractor shall ensure that all materials developed are the sole intellectual property of the government and that the Government can reproduce, alter, localize, promote and distribute them at will and into perpetuity. The government will identify and/or appoint authorized government representatives, including the Contracting Officer's Representative (COR), under the basic contract award or on a task order basis.

C.2.2 Definitions

ANG	Air National Guard
ARNG	Army National Guard
COR	Contracting Officer's Representative
DoD	Department of Defense
MEPS	Military Entrance Processing Services
NGB	National Guard Bureau

NGB-FP	National Guard Bureau Family Programs
NGB-PA	National Guard Bureau Public Affairs
NGR	National Guard Regulation
PWS	Performance Work Statement
RPI	Recruiter Presentation Items
KO	Contracting Officer
ASM	Army Strength Maintenance Division
AQ	Contracting Office

C.2.3 Government-Furnished Property and Services

Government-furnished property and services will be specified on a task order basis, as required.

C.2.4 Contractor-Furnished Items

Contractor-furnished items will be specified on a task order basis, as required.

C.2.5 Specific Tasks

The Contractor shall provide technical and program services to include, but shall not be limited to, the following:

TASK	TASK DESCRIPTION
A	Development, Fabrication, Maintenance, and Geographic Positioning of Exhibits, Kiosks, and Displays
B	Conference Program Management
C	Public Relations, Sponsorships, Promotions and Tie-Ins
D	Development, Production and Distribution of Promotional items, Awards and Recruiter Presentation Items
E	Supply Chain Management
F	ARNG Mobile Recruiting and Retention Programs
G	Video, CD-ROM, DVD and Other Interactive Productions

A. Development, Fabrication, Maintenance, and Geographic Positioning of Exhibits, Kiosks, and Displays:

1) The Contractor shall research industry trends, develop, and fabricate a variety of exhibits, kiosks, and point-of-purchase, static and interactive displays for use in a range of indoor and outdoor venues. The venues may include, but shall not be limited to, storefront recruiting offices, armory recruiting offices, Military Entrance Processing Services (MEPS) offices, trade conferences, conventions, internal conferences, office spaces, meeting rooms, sporting events, schools, military bases, air shows, libraries, airports, shopping malls, job fairs, state and county fairs, and museums.

2) The Contractor shall log-out, safely package and ship in a timely fashion all NGB exhibits, kiosks and displays to the locations where they are needed, inventoried on-site and set-up correctly. Shipping must be easily tracked.

3) The Contractor shall safely return ship all NGB exhibits, kiosks, and displays to Contractor's facility where they shall be logged-in and inventoried, repaired or refurbished as needed, and stored securely in an appropriate area (e.g., clean, dry, not exposed to elements, insects or vermin). The storage area must be for the exclusive storage of NGB materials, i.e., not combined with any other organizations' materials.

4) The Contractor shall provide support materials such as brochures, pamphlets, posters, videos, CD-ROMs, web sites, and other related marketing support items for all out-of-home marketing events.

5) The Contractor shall work closely with the authorized government representative to ensure all developed and fabricated items synchronize with current marketing campaigns and meet task order requirements. Contractor personnel may be co-located with authorized government personnel in contractor and/or government facilities.

6) The Contractor shall provide all graphics, layout and design, fabrication, production and shipping (ground, air, overnight, etc) services, as required.

B. Conference Program Management:

Using conference schedules provided by NGB, the Contractor shall perform services required for comprehensive internal and external conference management, which includes, but shall not be limited to, the following:

1) For External Conferences:

a) The Contractor shall obtain all needed exhibitor service manuals and secure booth/exhibit space/meeting room space, utilities, drayage, and any furnishings or services, as required.

b) In advance of the event, the Contractor shall create and forward to designated authorized government representative an organized file confirming all conference arrangements have been made and providing an emergency Contractor point-of-contact in the event of logistical problems at the conference site, which cannot be easily solved at the Exhibitor Help Desk

c) The Contractor shall obtain and forward conference credentials for designated NGB personnel.

d) The Contractor shall coordinate the delivery, and return shipping, and set-up of NGB exhibits, kiosks, and displays at conference sites.

e) The Contractor shall arrange for placement of NGB ads and exhibit descriptions in conference programs and guides, using materials to be supplied by the authorized government representative.

f) The Contractor shall arrange for NG marketing of selected events at designated conferences.

g) As needed, the Contractor shall provide on-site support during conferences, with the appropriate to-be-negotiated level of personnel with the authorized government representative.

h) The Contractor shall create web sites supporting all aspects of the events, ranging from marketing sales sites to registration pages for attendees, to lead fulfillment functions.

i) The Contractor shall create brochures, posters, RPI, and other collateral support materials to support these events.

2) For Internal Conferences:

a) The Contractor shall work with the authorized government representative to research and scout potential conference locations.

b) The Contractor shall facilitate suitable conference centers and hotels, including details in regards to meeting rooms, equipment, and food/lodging requirements.

c) The Contractor shall create correspondence for dissemination to conference attendees that reflects the agenda of the conference, as well as logistical information and details on conference site amenities.

d) The Contractor shall provide and display signage, banners, and agenda boards that make it easy for conference participants to negotiate the conference center.

e) The Contractor shall establish and maintain a database to manage the conference registration process. The database functions shall include, but shall not be limited to, facilitating reservations for lodging and any non-business activities (e.g., tours, ballgames, concerts and family-member events) occurring in off-duty hours during the conference. The database must operate in real time and be capable of generating reports on demand for e-mailing to the authorized government representative.

f) The Contractor shall safely ship all required exhibits, kiosks, and displays to and from the conference. The Contractor shall provide on-site set-up and arrange for utilities in advance with the management of the conference site.

g) The Contractor shall organize orderly check-in (to include "welcome packets") and checkout processes of conference attendees.

h) The Contractor shall staff a conference attendee "Help Desk" for during regular business hours.

i) The Contractor shall maintain close contact and good working relationship with the authorized government representative to ensure the smooth execution of all aspects of internal conferences.

j) As needed, the Contractor shall provide on-site support during conferences, with the appropriate to-be-negotiated level of personnel with the authorized government representative.

k) The Contractor shall create web sites supporting all aspects of the events, ranging from marketing sales sites to registration pages for attendees to lead fulfillment functions.

C. Public Relations, Sponsorships, Promotions and Tie-Ins:

To fully support the diverse missions of NG Programs the Contractor shall provide a range of public relations/sponsorship/promotion/tie-in management services. These services shall include, but shall not be limited to, the production, design, purchase and distribution of all task order identified products.

1) The Contractor shall develop and produce static displays and exhibits focusing on varied subjects and designed to appeal to diverse audiences and to promote awareness of NGB mission, history, operations, and opportunities.

2) The Contractor shall provide signage for display on/at NG facilities or other buildings, or in a freestanding mode, to enhance and promote awareness of the NG, its mission and values.

3) The Contractor shall develop strategic partnerships with major sporting associations ranging from the local community level to major professional sporting leagues.

4) The Contractor shall develop national marketing opportunities to expand the brand recognition of the ARNG and the "Army National Guard" logo, the ANG and the "Fuel Your Future" logo, the NGB-PA "Americans At Their Best" logo, or other logos as directed by the Government in the demographic markets designated by the authorized government representative.

5) The Contractor shall perform the following media activities in support of NG programs:

a) The Contractor shall develop plans, procedures, and leads for placing press releases and editorials in electronic media, magazines, periodicals, and other media. The Contractor shall also initiate contacts with radio and television station managers, program directors, public service directors, and others to arrange for public service advertising, publicity, and promotion.

b) The Contractor shall provide the authorized government representative with current industry data on trends, readership, listenership, and viewership media habits available through trade literature and media sources to assist in the development of public relations and promotions plans.

c) The Contractor shall provide advertising support to NGB-PA. This support shall include, but shall not be limited to, media relations, community relations, internal information, organization interrelationships, and policy review in support of the NGB recruiting mission.

d) The Contractor shall develop appropriate web sites and other internet marketing opportunities such as, but not limited to, the Yahoo© "Fantasy Career" event hosted by DoD.

e) The Contractor shall employ cutting-edge lead fulfillment strategies to capture the effectiveness of each marketing event and program.

f) The Contractor shall develop, as part of the annual NG Strategic Communications Plan, a media section that effectively coordinates NGB-PA and NGB-FP advertising efforts. After taking into account any potential problems with paid talent, the Contractor shall provide NGB-PA and NGB-FP with access to NG photography, logos, video and film footage (to ensure cost-efficiencies and synergy among these programs).

6) The Contractor shall provide coordination and management services for targeted sponsorships/promotions/tie-ins implemented by authorized government representatives. The sponsorship and promotional tie-in programs requiring Contractor support may be single events, traveling shows/displays/events, or activities taking place in various geographic locations at the same time. To manage effectively these efforts, Contractor shall work with a large variety of organizations, which may include, but shall not be limited to, NASCAR, professional and amateur sports organizations, youth groups, motion picture and music studios, trade associations, business, charitable and civic groups. The coordination and management services may include, but shall not be limited to:

a) Negotiating and executing value-added sponsorship or promotional tie-in agreements; support for NG promotional initiatives such as the "Year of Diversity", "Year of the Employer", "Year of the Family", and "Reconnect with America";

b) Providing photography, computer layout and design/desktop publishing work, typography, style guides, and motion footage to sponsored organizations;

c) Working with sponsored organizations' in-house designers to develop uniforms, web sites, time management/soldier/student/educator planners, CD-ROMs, signage, brochures, flyers, souvenir programs, exhibits, promotional items, and "point-of-purchase" type displays emphasizing NG partnerships with these organizations.

D. Development, Production and Distribution of Promotional items, Awards and Recruiter Presentation Items:

1) The Contractor shall research and propose appropriate and cost-effective promotional items, RPI and awards for NG recruiters to distribute to individuals from a wide range of groups and target markets. At a minimum, the Contractor shall include a sample of the item(s), pricing data for various quantities (e.g., 1K, 10K, 50K, 100K, 500K and 1M), information on shipping costs, anticipated lead times, country of manufacture, and whether the item is recyclable or made from recycled materials.

2) The Contractor shall use "best value" procurement methods for each proposed item (if a parity item, but not if the item is exclusively distributed by one firm) and take reasonable steps to subcontract with small and/or disadvantaged business in the production of these items.

3) The Contractor shall present concepts and receive government approval for proposed designs. Upon receiving government approval for proposed items, the Contractor shall use government-furnished style guides and typography, logos and photography to develop art for the production items.

4) The Contractor shall provide, but shall not be limited to, the following:

- a) Preparing layouts/copywriting;
- b) Conducting of photo shoots (to include scouting, casting, production);
- c) Selecting art and production of art materials;
- d) Retouching or resizing of art;
- e) Preparing art and mechanicals to match manufacturers' specifications;
- f) Submitting art and related materials to meet manufacturer deadlines;
- g) Quality control in all phases of manufacturing process;
- h) Submitting a final prototype or sample for government approval prior to commencement of mass manufacturing process;
- i) Resolving production problems, to include negotiating "make goods" or invoice credits, as needed;
- j) Establishing and maintaining a database to track production schedule and delivery addresses for all items produced; and
- k) Distributing produced items to trade show and conference sites, States, and other military, non-profit, government, institutional and private sector offices, etc., at government direction. The Contractor distribution methods shall include, but shall not be limited to, ground, air, overnight shipping. All shipments must be easily trackable.

5) Freedom Salute

This campaign recognizes mobilized soldiers coming home from deployments. Not only does it acknowledge the soldiers, but it also pays tribute to their families, employers, and centers of influence in their community who have shown their support for them during the President's call to duty including, but not limit to, for Operations Noble Eagle, Enduring Freedom, and Iraqi Freedom.

The Freedom Salute is conducted in two yearly phases to capture all deserving soldiers and to meet funding constraints. Each eligible soldier will receive an encased American Flag, a sequentially numbered commemorative coin, a certificate of appreciation from NG leadership, and a lapel insignia. The soldier's spouse (or significant other) will receive a lapel insignia. In addition, the soldier's children will be recognized and presented with a Future Soldier footlocker kit that includes appropriate Guard-related presentation items likely to be of interest to young people.

Freedom Salute permits each eligible soldier to nominate one center of influence (COI) for outstanding support during his or her mobilization. This recognition will be in the form of a certificate and a commemorative lapel insignia. Examples of COI's include, but are not limited to, a supervisor, clergy, or college guidance counselor. The COI may also be a representative of an organization that supported the soldier such as a church, a charitable organization, a business, the soldier's employer, or a school.

Freedom Salute has two additional levels of display items to present to the unit's choice of a person or organization deserving of the Distinguished COI and Outstanding COI. The Outstanding COI is an individual or organization that prominently stood out as most helpful to the soldiers during mobilization and will receive a framed mosaic American Flag print. The Distinguished COI is an individual or organization the unit felt was most helpful to its soldiers and their families during mobilization. The Distinguished COI will receive a 17-inch minuteman. Also included in the display item package are tabletop covers and campaign banners detailing each of the operations in which the unit participated.

6) Home Front Heroes (Program may be executed only after Regulation Change as indicated in Title 32 U.S.C. 717)

The Home Front Heroes Program has been established for Guard soldiers to express their appreciation to their friends, family, and employers. A soldier can nominate his or her supporter(s) who will then receive a special "Home Front Heroes Salute Package", which includes a custom designed presentation envelope, personalized letter from National Guard leadership, bumper sticker, and engraved lapel pin.

E. Supply Chain Management:

The Contractor shall provide warehousing and inventory management services. These services may include, but shall not be limited to, outdoor billboards, storefront recruiting station/office appearance kits, banners, convention booths, exhibits, kiosks, displays, carpeting, chairs, brochure racks, lighting, brochures, posters, videos, attrition management programs, training materials, high school programs materials, CD-ROMs, and promotional items. Promotional items include, for example hats, coffee cups, t-shirts, pens, notepads, kites, balloons, video games, trading cards, letterhead, envelopes, Battlebooks (planners), Speakers Kits, tents, large inflatable figurines, and personal organizers.

Currently, the NG inventory occupies a floor area that is 75 feet x 250 feet. However, space requirements may fluctuate based on budget levels and the government needs. At any given point in time, the service for warehouse and inventory management may have to handle in excess of 2.5 million brochures, 2 million letterhead, 10,000 30-sheet billboards, 1,000 8-sheet billboards, 60,000 posters, 100,000 Battlebooks and 1 million pocket folders. Quantities are for planning purposes and subject to change based on changing requirements.

The Contractor services shall include, but shall not be limited to:

- 1) Creating and maintaining an online ordering system to enable authorized Guard personnel across all 54 States and Territories to order RPIs;

- 2) Safekeeping and monitoring of inventory of all items;
- 3) Developing and maintaining a real-time database for current information of all exhibit/conference materials (i.e., specific conference, conference dates, warehouse location) and current location and levels of inventory for each promotional item, RPI and related recruiter support materials;
- 4) Furnishing authorized government representative with monthly status reports indicating previous month's usage for each warehouse item as well as current quantities in inventory;
- 5) Advising on a regular basis the authorized government representative on the shipping status of materials;
- 6) Ensuring storage areas are secure, free of vermin and insects, and appropriate to the items being stored (e.g., paper will not require climate control, but CD-ROMs and film will);
- 7) Distributing government-specified quantities of items (via ground/air/overnight shipping or mail, depending on logistics) to government-furnished shipping addresses per the directions from the authorized government representative;
- 8) Receiving, verifying quantities, and logging information into the warehouse/inventory management database;
- 9) Providing equipment capable of moving pallets of materials and for packaging and shipping large quantities of materials; and
- 10) Advising the authorized government representative of problems with inventories, items received, outbound shipments, delivery addresses, etc. and updating the warehouse/inventory management database accordingly. Shipments shall be easily trackable.

F. NG Mobile Recruiting and Retention Programs:

The Contractor shall develop, produce, and manage any NG Mobile Recruiting and Retention Programs. These programs may be developed at the local or national level. Although similar to the HUMVEE program, these programs will be more extensive and may consist of, but not be limited to, tractor-trailer mobile exhibits, motor coach-RV-based mobile exhibits/recruiting support space, interactive outdoor displays, large-scale mobile exhibits.

- 1) The Contractor shall assist the authorized government representative in conveying the program participation requirements (i.e., timing, vehicle condition at time of delivery for customization, selection of customization elements such as colors, graphics, electronics, etc.) to State personnel.
- 2) The Contractor shall develop vehicle graphic designs and informational materials to inform States of the program and to assist States in promoting the program to their recruiting and retention personnel in the field. Informational materials shall include, but shall not be limited to, brochures, fact sheets, CD-ROMS, Power Point

presentations and content suitable to be posted on an electronic bulletin board or web site.

3) The Contractor shall provide a support facility to maintain the mobile exhibits, the size to be determined on a task order basis.

4) The Contractor shall coordinate delivery of all vehicles from the State where they are in service to a single, or regional (e.g., serving multiple States) facility where the customization/maintenance shall take place unless contractor demonstrates cost-effective and efficient means for executing this work on a more local level.

5) The Contractor shall develop a production schedule and incorporate to a database for generating reports on project status. The database shall also include customization options to be executed for each vehicle, financial data with respect to actual costs incurred and any projected project cost over- or under-runs.

6) The Contractor shall work with the authorized government representative to develop a coordinated campaign of promotional items, recruiter presentation items and other marketing materials to maximize leverage of the programs.

G. Video, CD-ROM, DVD and Other Interactive Productions:

The NG requires several different types of visual products that for use in marketing the NGB to the public and potential prospects. These products could be stand-alone productions or part of promotions, movie tie-ins, direct marketing opportunities, lead fulfillment, or other NG marketing platforms. The Contractor services shall include, but shall not be limited to, the following: development of scripts, production companies, props, coordination of actual production both on location and in studio of all related marketing products (e.g., video, CD-ROM, DVD, web casting, or video game).

C.2.6 Deliverables

See Section F – Deliverables for details on format and schedule. Additional deliverables will be specified on a task order basis, as required.

Deliverables for the Marketing contract shall include, but shall not be limited to:

C.2.6.1 Budget and Cost Reports

This section describes required deliverables. The tables provided in section F-4 list all deliverables and their submission frequency, among other details. Each table provides for each deliverable, the deliverable item, item reference section, submission requirements, revisions required, and the deliverable media.

The Government is acquiring a Marketing contractor. The Government intends to task this contractor to maintain a Performance Database on behalf of the Government and produce performance, cost, and budget reports. The Government expects the contractor to maintain a softcopy of the data or deliverable in the Government's Performance Database. This caveat applies to data or reports described in paragraphs C-2.6-1.1 through C-2.6-1.4.

C.2.6.1.1 Monthly Invoice Supporting Data Report

The monthly-itemized supporting data report is to be submitted with the monthly invoice to the Government, and shall include the detailed expenses that comprise the total amount due to the Contractor on the monthly invoice. Expense information must be on a task by CLIN basis. Expenses should be itemized and ideally grouped according to standard Federal cost categories. The report must also show totals and sub-totals by Task for each of the cost categories and CLINs. In addition, the contractor shall maintain a file with paid invoices and receipts for Government review if necessary.

C.2.6.1.2 Quarterly Invoice Supporting Data Report

Summary of previous three months invoices, which includes supporting data, clarifications, and explanations. Presents information about the costs incurred by the Contractor during the preceding Government quarter. Information presented shall be consistent with information provided in the Monthly Invoice Supporting Data Report. The report shall highlight any inconsistencies between the information in the report and information previously reported, as well as details to explain the differences.

C.2.1.1.3 Annual Invoice Supporting Data Report

Summary of previous 12 months invoices, which includes supporting data, clarifications, and explanations. Presents information about the costs incurred by the Contractor during the preceding Government fiscal year. Information presented shall be consistent with information provided in the Monthly Invoice Supporting Data Report. The report shall highlight any inconsistencies between the information in the report and information previously reported, as well as details to explain the differences.

C.2.6.1.4 Ad Hoc Reports

These comprise unplanned reporting to support Command, Congressional, Department of Defense (DoD), or other information requests.

C.2.6.2 Performance Reports

The Government intends to task the contractor to maintain a Performance Database on behalf of the Government. The Government expects the contractor to maintain a softcopy of the data and/or deliverable in the Government's Performance Database. This caveat applies to data or reports described in paragraphs C-2.6-2.1 through C-2.6-2.4.

C.2.6.2.1 Contractor Task Performance and Cost Report

This report details the performance and cost of each task. Reporting requirements are consistent with the specified reporting frequency, performance data elements, performance metrics, and costs as defined in individual task orders.

C.2.6.2.2 Market Research Activity Report

This weekly document summarizes any ongoing market research or survey tasks. Periodically the Government will initiate surveys to collect data regarding market conditions, soldier satisfaction, or other factors influencing recruiting or retention trends.

The Government requires that the contractor track survey results from initiation through completion, including appropriate statistical and visual summarization and analysis. The reporting requirements are as defined in individual task proposals.

C-2.6.2.3 Supply Chain Management Reports

These will describe the volumes of RPIs ordered, stocked, distributed, warehoused, or otherwise managed as part of the establishment and maintenance of the online ordering system.

C-2.6.2.4 Ad Hoc Reports

These comprise unplanned reporting to support Command, Congressional, DoD, or other information requests.

C.2.6.3 Program Plans And Manuals

C.2.6.3.1 Information Security Plan

Description of information security rules, procedures, processes to ensure sensitive, confidential, or personal data are protected and secure.

C.2.6.3.2 Quality Control Plan

This plan describes the contractor's processes and procedures to ensure adherence to best practices, established quality goals, and Government standards.

C.2.6.3.3 Security Plan

Document the organization and procedures that shall be followed to safeguard information, ensure physical security, and protect Government information and physical assets. The plan must address man-made threats, especially theft, and environmental threats such as fires and floods.

C.2.6.3.4 Small Business Subcontracting Plan

Describes the plan for reaching out to designated small businesses, for the purpose of involving them in contract execution. Also describes the oversight, use, and management of certified as small businesses subcontractors. Also identifies and provides pertinent information regarding teaming partners to include address, ownership responsibilities, skills, management approach, roles, and reporting relationships.

C.2.7 Applicable Publications and Forms

NGR 601-1, Chapter 4 applies. Additional publications and forms, if applicable, will be specified on a task order basis, as required.

C.2.8 Technical Exhibits

Technical exhibits will be specified on a task order basis, as required.

C.3 GENERAL INFORMATION FOR SERVICE DELIVERY

The contractor shall support the mission by providing specialized expertise in specific subject areas identified in each Task Order (TO). Performance of the tasks shall be in accordance with the Service Delivery Summary requirements of the Basic Contract and the TO. The contractor shall perform support tasks that may require knowledge of federal, state, and/or local regulations and statutes, Air Force, Army, DOD and National Guard regulations and other documentation. In addition, the contractor shall support National Guard mission and support internal operations to ensure quality assurance of its products and services. Contractor employees shall perform only services covered by TOs and only during periods covered by contract. No other services and only Government business may be conducted on Government premises.

C.4 PERFORMANCE REQUIREMENTS SUMMARY

REQUIREMENT	INDICATORS	STANDARDS-CRITERIA FOR ACCEPTANCE	MINIMUM ACCEPTABLE QUALITY LEVEL
Coordinate validated Marketing Requests	Timeliness	Coordinates delivery of Marketing Service within the requested time frame (this will vary from Task Order to Task Order)	99% of requests fulfilled within specified time period, during a contract year (requested time frame as reported by Program Manager or authorized orderer of materials/support (i.e. RRF personnel)
Support to RRF	Timeliness	Acknowledgment of requests received	Responds within business day of initial contact (initial contact is either telephonically or via email); at a minimum to state that the request was received and the anticipated timeline for action
Conformance with Regulations: correspondence, presentations, etc.	Quality	Implement and follow Army regulations, Marketing SOPs, and other military policies in developing correspondence and presentations	99% of the time are strictly followed unless deviations are request per TO or Program Manager/COR
Documentation (reports or data entry)	1. Timeliness 2. Quality	1. Deliverables are submitted by the 10th of each month or as otherwise prescribed in the PWS 2. Information/data submitted is valid	1. 95% of time deliverables are submitted on time 2. 99% information/data reported is valid and verifiable

REQUIREMENT	INDICATORS	STANDARDS-CRITERIA FOR ACCEPTANCE	MINIMUM ACCEPTABLE QUALITY LEVEL
		and verifiable	
Records Maintenance	Timeliness	Task Order performance Records are updated sufficiently to ensure the most current information is available to government personnel	95% of the time records are up-to-date

C.4.1 PWS Performance

This PWS conveys the basic requirements, performance standards, and assessment measures that will apply to all issued TOs. Performance standards, when stated in the PWS, provide a general basis for measuring the performance of each requirement associated with the standard.

The contractor shall perform in accordance with the requirements of this PWS and the requirements of each individual TO. The service requirements are summarized into performance objectives. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement when applicable. Individual TOs may define additional factors.

C.5 GENERAL INFORMATION

C.5.1 Contracting Officer

The KO responsible for this contract resides at The National Guard Bureau-Acquisition (NGB-ZC-AQ), 1411 Jefferson Davis Highway, Arlington, VA 22202.

C.5.2 TO Proposal Requirements

The issuance of a TO request for proposal (RFP) does not obligate the Government to issue TOs under this contract. The TO RFP shall not authorize the contractor to perform any work prior to receipt of an award. The contractor is not authorized to begin performance prior to the issuance of the TO or other proper notice provided by the KO.

C.5.3 Performance Evaluation Meetings

The contract manager may be required to meet with the KO, the contract administrator, COR, and other Government personnel as deemed necessary at no additional cost to the Government. The contractor may request a meeting with the KO when necessary. Written minutes of these meetings shall be written by contractor personnel, submitted for Government review/comment, recorded in the contract and signed by the contract manager and the KO or contract administrator. If the contractor does not concur with any portion of the Government's notations to/commentary on the minutes, this non-concurrence shall be provided in writing to the KO within 10 calendar days following

receipt of the government comments/review of the meeting minutes. Contractor's non-concurrence shall be attached to the official minutes.

C.5.4 Evaluation of Contractor Performance

(Reference FAR Clause 52.246-4; Inspection of Services—Fixed-Price, as applicable to TOs)

C.5.4.1 The contractor's performance will be evaluated at least monthly or as prescribed in each TO. For those tasks listed in the Performance Requirements Summary, the quality assurance evaluator(s) and COR(s) will follow the methods of surveillance specified in the Government's QASP or in the government-accepted, contractor's proposed QASP. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the contract manager or representative to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.

C.5.4.2 TOs will contain an evaluation sheet that shall accompany the monthly invoice along with other required information such as: itemized miscellaneous expenses, travel expenses and time cards that support the charges in the invoice. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interests of the Government.

C.5.5 Quality Control (Reference contract clause 52.246-4 Inspection of Services-Fixed Price)

The contractor shall develop, implement, and maintain a comprehensive quality control program that assures compliance with all requirements of this contract and its associated TOs. The contractor shall maintain, enforce, and document a Quality Control Plan (QCP). The QCP shall ensure that the government receives the level of quality that is consistent with the requirements specified in each TO.

C.5.6 Observations and Inspections

Government personnel other than the CORs may occasionally observe contract operations. These personnel may not, however, interfere or provide direction to the contractor performance.

C.5.7 Applicable Documents

The contractor shall identify and comply with all applicable federal, state, and local statutes at the TO level. The individual TOs will reflect pertinent manuals, regulations, and instructions. It is the contractor's responsibility to stay abreast of any changes that occur to the guidance. The government will make all policy and guidance available either electronically or in print upon request by the contractor.

C.5.7.1 Publications and forms that apply to the PWS will be listed in the TOs. The contractor is obligated to follow those publications and use those forms. The contractor shall be guided by those publications or use those forms to the extent necessary to accomplish requirements in this PWS. The government at the start of the contract shall

provide all publications and forms listed upon request by the contractor, or will provide access to the forms and publications listed through electronic means.

C.5.7.2 Supplements, amendments and/or replacements to listed publications from any organizational level may be issued during the life of the contract. The contractor shall implement changes and notify the KO in writing of such changes.

C.5.8 Privacy Act

Work under this contract may require that personnel have access to Privacy Information. Personnel, as well as any relevant subcontractors shall adhere to the Privacy Act, Title 5 of the U.S.C. Section 552a and applicable agency rules and regulations.

C.5.9 Personal Services

All Contractor employees performing services under this order will be controlled, directed, and supervised at all times by the contractor's Program Manager. Contractor management will ensure that employees properly comply with the performance work standards outlined in the any base contract and/or Task Order SOW. Contractor employees will perform their duties independent of, and without the supervision of, any Government official.

The tasks, duties, and responsibilities set forth in any task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or any other (prime) Government contractor, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

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
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	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
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-DEC-2007 TO 10-DEC-2008	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0002	POP 11-DEC-2007 TO 10-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0003	POP 11-DEC-2007 TO 10-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0004	POP 11-DEC-2007 TO 10-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0005	POP 11-DEC-2007 TO 10-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0006	POP 11-DEC-2007 TO 10-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1001	POP 11-DEC-2008 TO 10-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1002	POP 11-DEC-2008 TO 10-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1003	POP 11-DEC-2008 TO 10-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1004	POP 11-DEC-2008 TO 10-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1005	POP 11-DEC-2008 TO 10-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1006	POP 11-DEC-2008 TO 10-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2001	POP 11-DEC-2009 TO 10-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2002	POP 11-DEC-2009 TO 10-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

2003	POP 11-DEC-2009 TO 10-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2004	POP 11-DEC-2009 TO 10-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2005	POP 11-DEC-2009 TO 10-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2006	POP 11-DEC-2009 TO 10-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3001	POP 11-DEC-2010 TO 10-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3002	POP 11-DEC-2010 TO 10-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3003	POP 11-DEC-2010 TO 10-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3004	POP 11-DEC-2010 TO 10-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3005	POP 11-DEC-2010 TO 10-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3006	POP 11-DEC-2010 TO 10-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4001	POP 11-DEC-2011 TO 10-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4002	POP 11-DEC-2011 TO 10-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4003	POP 11-DEC-2011 TO 10-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4004	POP 11-DEC-2011 TO 10-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4005	POP 11-DEC-2011 TO 10-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4006	POP 11-DEC-2011 TO 10-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

TABLES OF DELIVERABLES**F.1 TABLES OF DELIVERABLES**

This section presents tables listing required deliverables. Each table provides the deliverable item, item reference section, submission requirements, revisions required, and the deliverable media.

Table F-1. Deliverables That Are Budget and Cost Reports

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Monthly Invoice Supporting Data Report	C-2.6-1.1	Monthly with Invoice to enable payment	With each invoice	Softcopy, Hardcopy
2	Quarterly Invoice Supporting Data Report	C-2.6-1.2	Within 20 business days after the end of mid Federal Government fiscal year	As directed by the Government	Softcopy, Hardcopy
3	Annual Invoice Supporting Data Report	C-2.6-1.3	Within 10 business days after the end of the Federal Government fiscal year	As directed by the Government	Softcopy, Hardcopy
4	Ad-Hoc Reports	C-2.6-1.4	Mutually agreed dates	As directed by the Government	Softcopy, Hardcopy

Table F-2. Deliverables That Are Performance Reports

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Contractor Task Performance and Cost Report	C-2.6-2.1	Per task requirements, but not less than monthly	As directed by the Government	Softcopy, Hardcopy
2	Survey Activity Report	C-2.6-2.2	Per task requirements	As directed by the Government	Softcopy, Hardcopy
3	Market Research Report	C-2.6-2.3	Weekly	As directed by the Government	Softcopy, Hardcopy
4	Ad Hoc Reports	C-2.6-2.4	Mutually agreed dates	As directed by the Government	Softcopy, Hardcopy

Table F-3. Deliverables That Are Program Plans and Manuals

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
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	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Information Security Plan	C-2.6-3.1	30 days after contract award	Annually or as circumstances require	Softcopy, Hardcopy
2	Quality Control Plan	C-2.6-3.2	15 days after contract award	As changes require or as directed by the Government	Softcopy, Hardcopy
3	Security Plan	C-2.6-3.3	30 days after contract award	Annually or as circumstances require or as directed by the Government	Softcopy, Hardcopy
4	Small Business Subcontracting Plan	C-2.6-3.4	Included with Offeror proposal	Periodically as circumstances require or as requested by the Government to establish compliance IAW FAR 19.7.	Softcopy, Hardcopy

Section G - Contract Administration Data

CONTRACT ADMINISTRATION**G.1. CONTRACTING OFFICER (KO) INFORMATION**

G.1.1 KO Address.

National Guard Bureau Directorate of Acquisition (NGB-ZC-AQ)
Suite 8300 Jefferson Plaza 1
1411 Jefferson Davis Highway
Arlington, VA 22202-3231
Telephone: 703-607-2089
Fax: 703-607-1742
E-mail: (b) (6)

Correspondence pertaining to the basic contract and any awarded TOs shall be directed to the above.

G.2 CONTRACTOR'S CONTRACT MANAGER

Upon award of the contract, the contractor shall identify a single point of contact for contract administration issues as the Contract Manager and an alternate to act in this person's absence.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DELEGATION AND AUTHORITY

G.3.1 COR delegations will be applicable to each TO and will be identified in writing to the contractor.

G.4 INVOICE SUBMISSION

G.4.1 Effective 1 October 2007, it is mandated that all receiving reports for contractual payments be input using Wide Area Workflow (WAWF). When inputting invoices into WAWF, ensure that you input the service acceptor DODACC as W909UJ. Also, insure that your input the pay statin as HQ0105. Specific submission information will be provided in the individual TOs. Backup documentation (time cards, quality reports, etc.), shall be submitted in a Microsoft Excel, Word or a compatible format as stated in the TO. The contractor shall render monthly itemized invoices, including backup documents, in arrears.

G.4.2 Payment requests will be based on the payment schedule shown in the TO.

G.5 PAYMENT OF INVOICES

5.1 Payment of invoices will be made based on the following:

- In accordance with the payment schedule of the individual Task Order.

If supplies or services are rejected for failure to conform to the technical requirements of the contract, or any other contractually legitimate reason, the contractor will not be paid, or will be paid an amount negotiated by the KO.

G.6 POST AWARD ORIENTATION CONFERENCE

6.1 Post-award orientation conference(s) may be scheduled within 30 days following contract award. Any such conference(s) will be conducted by the KO who is located at 1411 Jefferson Davis Hwy, Arlington, VA.

6.2 The purpose of a conference will be to familiarize the contractor with:

- Contract administration procedures, contract modifications, TOs, reports, invoicing, payment, etc.
- Government ordering system and documents.
- Contract clarifications.
- Contract requirements and expectations, quantities, deliveries, service and supply response, and communications.
- The conference(s) will be structured to achieve a clear and mutual understanding of all contractual administrative requirements and to identify any potential problem areas. All costs associated with the attendance at this conference shall be incidental to the contract and not separately billed.

G.7 PAST PERFORMANCE EVALUATION

7.1 This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a Government evaluation shall be forwarded to the contractor. The contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the KO. The final evaluation of the contractor's performance is the decision of the KO. A copy of the final performance evaluation report will be sent to the contractor and to the Government's past performance database at www.ppirs.gov.

G.8 CONTRACTOR VERIFICATION SYSTEM INFORMATION

G.8.1 Within 10 working days of an awarded TO the contractor must submit a list of employees to the COR who will be supporting the effort for input into the Contractor Verification System (CVS). The list shall include the employee's full name, address, date of birth, social security number, and valid/current AKO email address. Once the COR inputs their data into the CVS they will receive a system generated email to visit the CVS website and verify and update their information. Within a few days after they complete the application (unless there are issues with their registration/NAC, etc.), they will be approved and will receive a second system generated email stating that their registration is complete. At that point they should visit the nearest CAC station for issuance of a CAC card. Failure to respond to the first system generated email within five working days will remove them from the system and they will need to resubmit their contact details (once they are input into the system any hard copy or electronic documentation will be shredded/deleted).

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests

MAR 2007

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**H.1 PURPOSE AND SCOPE**

The purpose of this performance-based Indefinite Delivery, Indefinite Quantity (IDIQ) services contract is to provide contractor support services to continue, improve, and develop innovative Marketing programs. These Marketing programs respond to NG's foremost goal, which is to attain and maintain Congressionally authorized end-strength. The effectiveness in meeting its objectives will be demonstrated through the use of required National Guard metrics as well as additional performance metrics proposed by the offerors. NGB requires a solution that addresses both the competition requirements and a single focal point.

The IDIQ services contractor will respond to NGB task orders to develop and implement a comprehensive set of programs that helps NGB meet their objectives. This services contractor will work to coordinate all reporting and monitoring of the status of each task order it is awarded. The contractor will be able to team with outside subcontractors and vendors to round out the full complement of skills required by this solicitation.

Consistent with performance-based contracting practices, NGB will define the work in terms of objectives rather than specific tasks. As a result, it then becomes the offeror's responsibility to propose how the stated objectives would be achieved and to define the metrics to measure performance. This IDIQ services contractor acquisition will result in a single award for a services contract.

The Marketing task orders currently support the National Guard Directorates. This is not a requirements contract as defined at FAR 16.503. The contractor shall provide services, on a task order basis, that are both national and local in scope in accordance with Section C and the task order-specific description of the work.

a. Minimum Guaranteed Funding Amount: The contractor shall receive a minimum of \$500,000 over the life of the contract. This is the total amount that will be paid to the contractor in the event that the total sum of all task orders issued under the contract does not equal the minimum amount specified.

b. Maximum Contract Amount: The total maximum award for all services contracts is not to exceed \$475 million in task orders over the life of the contract.

H.2 SAFEGUARDING OF INFORMATION

The Government expects the contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract or subsequent task orders that has not been made public or without the written authorization of the Government Contracting Officer and Contracting Officer Representative/Contracting Officer Technical Representative (COR/COTR).

Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, diagrams/drawings, or photograph (which this list is not limited to) concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer and the COR/COTR.

These obligations do not cease upon the expiration or termination of this contract. The contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.3 GOVERNMENT OWNED INFORMATION

All information, databases, data, programming, documents, intellectual property (logos, slogans, program names), and records (which this list is not limited to) generated or collected during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. The contractor shall allow Government access to any and all information, databases, data, programming, documents, and records (which this list is not limited to) within one (1) working day of the date of request. At the completion or the termination of this contract all information, databases, data, programming, documents, and records (which this list is not limited to) shall be turned over to the Government in an appropriate format to render them readily usable by the Government or a successor contractor.

These obligations do not cease upon the expiration or termination of this contract. The contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.4 GOVERNMENT ACCESS

The contractor shall provide Government and its representatives (as directed by the Government) access to all project-related activities and facilities for the term of the contract.

H.5 GOVERNMENT-FURNISHED EQUIPMENT, MATERIAL, AND INFORMATION

It is anticipated that for some task orders, Government Furnished Equipment and Material will be specified in the individual task order (at the discretion of the Government). Such equipment and material will be returned to the Government upon the conclusion of the contract, as specified in the individual task order, or as directed in writing by the KO.

Government Furnished Information relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task order as specified in the individual task order (at the discretion of the Government).

H.6 SECURITY REQUIREMENTS

- (a) Since it may be necessary for certain contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each contractor employee requiring such access must have an individual security clearance level of SECRET prior to starting work under this contract. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.
- (b) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

H.7 CONTRACTOR FURNISHED EQUIPMENT, PRODUCTS, AND SERVICES

The contractor shall:

- Provide its staff with all required furniture, including desks and chairs.
- Provide its staff with the appropriate LAN computing equipment, including servers, workstations, monitors, printers, other peripherals, along with hubs, switches, routers and associated cabling plant.
- Be responsible for maintaining the appropriately sized local Local Area Network (LAN) infrastructure required to support the tasks outlined in this solicitation.
- Maintain current anti-virus definition files as dictated by the DoD regulations.
- Be responsible for the routine maintenance and operation of the above mentioned LAN computing equipment.
- Provide and manage accounts for cell phones and pagers.
- Provide expendable supplies.
- Deploy emergency patches and other upgrades to all equipment.
- Develop and maintain information security materials and briefings to all contract staff who have access to the ARNG computing environment upon their assignment to the contract, provide updates and refresher training annually, and document staff participation.
- Provide security for all physical facilities and assets used in conduct of the contract and develop supporting documentation that complies with all Government regulations and guidance.
- The contractor shall be responsible for safeguarding all Government property provided for contractor use. All Government facilities, equipment, and materials shall be secured at all times.

- Develop, prepare, and maintain the Security Plan, Information Security Plan, Small Business Subcontracting Plan, and Quality Control Plan. (See the PWS and Section F - Deliverables for details).
- Notify NG in the event that a computer virus or virus-like activity is detected at the contractor facility.
- Notify NG in the event of an attempted or successful electronic or physical intrusion at the contractor facility.

H.8 CONTRACT ADMINISTRATION

The contractor selected under this procurement shall work under the direction of the NG and/or its representatives.

The NG has overall responsibility for the technical monitoring of the contractor's activities under the Task Order and may also be supported by an Independent Verification and Validation (IV&V) contractor.

The COR/COTR may contract for IV&V services with an independent party to review specific products and deliverables of this Task Order. The contractor shall communicate openly and cooperate with the IV&V contractor. At the direction of the COR/COTR, the contractor shall provide the COR/COTR, or its IV&V contractor, with all applicable performance and utilization data needed to verify and validate that the COR/COTR is receiving its contracted services.

H.9 NATIONAL GUARD APPROVAL OF REPRESENTATIONAL MATERIALS

The Government reserves the right to approve training materials for recruiting purposes, materials used to raise program awareness, or any other multimedia materials used to represent the NGB. Any materials to be provided for under any Government issued Task Order must be approved by the Contracting Office Representative.

H.10 SUCCESSOR CONTRACTING OFFICERS

The Contracting Officer signing the contract award is the Primary Contracting Officer (PCO) for the contract. Nevertheless, any Contracting Officer assigned to the National Guard Bureau, and acting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the PCO is unavailable.

H.11 FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor's own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is

authorized to change the specifications, terms, and/or conditions of this contract and future task orders.

H.12 TRAINING

The Government's policy is to select contractors for their knowledge and expertise in specific areas. Firms selected to perform services usually are selected based on the education, experience, and training of the personnel they propose. Based on this policy, the Government does not intend to provide training to the contractor selected for award of this Task Order except as provided below:

- (a) The Government will provide training on "NG-specific" systems on a "no-fee basis" when authorized in writing by the Contracting Officer.
- (b) All contractor personnel with access to Government systems must successfully pass the NG information system security training before gaining access to an NG system and must successfully complete recurring information system security training as prescribed.
- (c) The NG may provide other training on a space available basis when the contractor agrees to reimburse the Government.
- (d) On a limited basis, the NG may pay for training when it is deemed appropriate to do so and when authorized in writing by the Contracting Officer.

H.13 CONTRACTOR/GOVERNMENT PROVISION OF CONSUMABLE SUPPLIES

The contractor shall provide consumable supplies for contractor use as required in the daily operation of, performance of, or in support of this contract.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances, which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.
- (b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- (c) If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract or task order for cause.

- (d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.15 PERFORMANCE-BASED SERVICES CONTRACTING

Pursuant to Federal Acquisition Regulation (FAR) Subpart 37.6, performance-based contracting (PBSC) techniques shall be applied to all aspects of this contract to the maximum extent practicable.

H.16 PERFORMANCE ASSESSMENT REPORT

Under government contracting regulations, past performance evaluations are required for each service contract in excess of \$1,000,000. As a minimum, a Performance Assessment Report (PAR) will be prepared on the contractor's performance at the end of the base period for this contract and subsequent to the completion of any exercised option periods. The development of the report is a joint responsibility of the Contracting Officer and the assessing official (typically the COR). The performance evaluation may be used to support future government contract awards and is considered "Source Selection Sensitive". Only authorized government personnel, the potential IV&V service contractor and the Marketing contractor will have access to the evaluation information. The Marketing contractor will be allowed to review the report and submit comments prior to the report being finalized. The original report will be filed in the contract file. The data contained in the report will be entered into the CPARS.

H.17 NOTICE TO PROCEED

The contractor shall not commence any work specified until the contractor receives written notification from the Contracting Officer providing a notice to proceed.

H.18 STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

H.19 INFORMATION TECHNOLOGY ACCESSIBILITY FOR PERSONS WITH DISABILITIES

All contractor provided services and Electronic Information Technology (EIT) delivered as result of task orders placed under the Marketing contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: www.Section508.gov.

H.20 PROCEDURES FOR TASK ORDERS

These are representative procedures and subject to change, at the discretion of the Government. These procedures are intended to be used for task orders issued under the established contract.

(a) Task Order Requirements Package (TORP):

1) When the Government requires services under the contract, the Contracting Officer will identify the objectives for a proposed task order by issuing a TORP which will include either a Performance Work Statement (PWS) or a Statement of Objectives (SOO). This will consist of:

- a. a description of the work to be performed (PWS or SOO),
- b. a Work Breakdown Structure (WBS),
- c. the desired performance schedule,
- d. a schedule for pricing according to and as described in Section B and Section J attachment 1, and
- e. any other information which may be of assistance in preparation of an offer.

(b) Submission of Task Proposals:

1) Upon receipt of a TORP from the Contracting Officer, the contractor shall furnish a proposal within ten calendar days, unless otherwise specified by the Contracting Officer.

2) Task proposals shall be submitted as an original and one duplicate, both hardcopy and electronic format.

3) Task proposals shall include, but not limited to, the following:

- a. Proposed Disciplines, Labor Hours, and Labor Categories, with a written rationale
- b. Promotional Items (supported by a detailed and itemized breakdown), if applicable
- c. Estimated cost of travel, if applicable (including number of trips, destination and length, per diem in accordance with Joint Travel Regulations, transportation costs), if applicable
- d. Schedule for performance
- e. Other Direct Costs (supported by a detailed breakdown), if applicable

(c) Acceptance of Task Proposals:

1) Upon receipt of a proposal, the Contracting Officer will analyze the offer and evaluate the quality and price reasonableness of the offer. The contracting officer will initiate negotiations, withdraw the TORP, or proceed to issue a Task

Order, as appropriate. Task orders will only be issued by the Contracting Officer; the contractor shall not accept work assignments from any other individual.

2) If the Contracting Officer identifies a need, negotiations will be initiated with the contractor and culminate with a request for a Final Proposal Revision (FPR). In the event that issues pertaining to the proposed task order are not resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw the request for task order proposal upon written notification to the contractor.

3) The Contracting Officer will authorize the contractor to proceed with the work by issuing a signed task order on a DD Form 1155. At a minimum, the task order will contain the following:

- a. Order Number
- b. Contract Number
- c. Description of the Services
- d. Price
- e. Period of Performance or Completion Date

4) Task orders may be issued for a single requirement or for a combination of requirements, as required by the government.

5) The contractor is not authorized to commence task performance prior to issuance of the task order unless otherwise authorized by the Contracting Officer.

(d) Labor Rates: The Labor rates in effect at the time of task order issuance shall prevail for the entire period of task order performance, even if performance extends into a subsequent option period.

(e) Expedited Modifications to Existing Task Orders: The Contracting Officer may, at the Governments discretion, demand expedited task order responses for adjustments to the Task Order Form in as little as 1 business day.

H.21 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY INFORMATION

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (a) through (c) below.

(a) **Indoctrination of Personnel.** The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

(b) The contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The contractor shall furnish the Contracting Officer and the Contracting Officer's Representative copies of communications between the contractor and associated contractor(s) relative to contract performance. Further, the close interchange between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary.

(c) **Remedy for Breach.** The contractor agrees that any breach or violation of the restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6 or FAR 52.249-8, as applicable. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.227-7020	Rights In Data--Special Works	JUN 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
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 PARC Office and shall not be binding until so approved.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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

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

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

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

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

(End of clause)

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

(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).

(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.
- _X_ (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 2007) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- _X_(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)).
- ___ (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) (U.S.C. 657 f).
- _X_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- _X_ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
- _X_ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _X_ (20) 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).
- _X_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (22) 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).
- _X_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(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)).

___ (26) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (27)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (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.

___ (28) 52.225-5, Trade Agreements (AUG 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (29) 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).

___ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (AUG 2006) (42 U.S.C. 5150).

___ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (AUG 2006) (42 U.S.C. 5150).

___ (32) 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)).

___ (33) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (34) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (35) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

X (37) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (38)(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.)

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

X (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.).

 X (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.).

 (5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in 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) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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 the contract start date through the contract end date.

(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 \$1.00, 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 \$475,000,000.00.

(2) Any order for a combination of items in excess of \$475,000,000.00 or

(3) A series of orders from the same ordering office within 7 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 the date specified in the last task order.

(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 7 days from the end of the contract period of performance.

(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 7 days from contract end date; 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 five years and six months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond each task order . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond each task order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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/>.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:
None at this time.

(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 Federal Acquisition Regulation (48 CFR Chapter 1) 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 (APR 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.

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) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 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) 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) 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) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (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) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) X 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) X 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)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)