

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 30	
2. CONTRACT NO. W9133L-07-D-0010		3. SOLICITATION NO. W9133L-07-R-0022	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 12 Apr 2007	6. REQUISITION/PURCHASE NO. NN7H5A7HQ017MP		
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 _____ 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 _____ local time _____ (Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME (b) (6)	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703 607-1127	C. E-MAIL ADDRESS (b) (6)
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR IIF DATA SOLUTIONS, INC. RON OSBURN 5885 TRINITY PARKWAY SUITE 120 CENTREVILLE VA 20120-1972		CODE 1LM30	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) RON OSBURN / CONTRACT MANAGER	
15B. TELEPHONE NO (Include area code) 703-637-2334	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001-4002		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			25. PAYMENT WILL BE MADE BY PAYMENT WILL BE MADE ON INDIV TASK ORDER N/A N/A AA N/A		PAYMENT1
26. NAME OF CONTRACTING OFFICER (Type or print) (b) (6)					8. AWARD DATE 03-Jul-2007
TEL: 703 607-1127					EMAIL: (b) (6)

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

This is an indefinite Delivery, Indefinite Quantity (IDIQ) contract using Firm-Fixed Price CLINS. All labor, travel and other direct costs will be firm-fixed price. Funding shall be obligated under separate task order(s) during the period of performance (consisting of base period and four (4) one (1) year option periods).

The objective is for the Contractor to provide administrative level staff support to support Employer Support of the Guard and Reserve (ESGR) within the five regions of the United States.

The following applies:

Note 1 – Minimum Guaranteed funding amount is \$3,000,000.
Maximum Contract amount is estimated \$30,000,000.

Note 2 – Minimum Task Order amount is \$3,000.
Maximum Task Order amount is \$4,000,000.

*****Contractor to bill firm-fixed price based on having the personnel available (in each state or location) completing the deliverables as described in the PWS. *****

Contractor rates for the BASE and FOUR (4) OPTION YEARS are incorporated in Attachment 1. Rates are provided for each location based on providing a full man year of service to the location.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

ESGR Program Support Spec- Base Period FFP

Non-personal services to include all labor, travel and other direct costs to support the Employer Support of the Guard- PROGRAM SUPPORT SPECIALIST PWS dated 7 January 2007. Tasks will be further defined on the individual delivery orders.

FOB: Destination

PURCHASE REQUEST NUMBER: NN7H5A7HQ017MP

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION ESGR Program Support Spec- 1st Option FFP

Non-personal services to include all labor, travel and other direct costs to support the Employer Support of the Guard- PROGRAM SUPPORT SPECIALIST PWS dated 7 January 2007. Tasks will be further defined on the individual delivery orders.

FOB: Destination

PURCHASE REQUEST NUMBER: NN7H5A7HQ017MP

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	ESGR Program Support Spec- 2nd Option FFP Non-personal services to include all labor, travel and other direct costs to support the Employer Support of the Guard- PROGRAM SUPPORT SPECIALIST PWS dated 7 January 2007. Tasks will be further defined on the individual delivery orders. FOB: Destination PURCHASE REQUEST NUMBER: NN7H5A7HQ017MP				

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	ESGR Program Support Spec- 3rd Option FFP Non-personal services to include all labor, travel and other direct costs to support the Employer Support of the Guard- PROGRAM SUPPORT SPECIALIST PWS dated 7 January 2007. Tasks will be further defined on the individual delivery orders. FOB: Destination PURCHASE REQUEST NUMBER: NN7H5A7HQ017MP				

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	ESGR Program Support Spec- 4th Option FFP Non-personal services to include all labor, travel and other direct costs to support the Employer Support of the Guard- PROGRAM SUPPORT SPECIALIST PWS dated 7 January 2007. Tasks will be further defined on the individual delivery orders. FOB: Destination PURCHASE REQUEST NUMBER: NN7H5A7HQ017MP				

MAX
NET AMT UNDEFINED

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	\$3,000,000.00	30.00	\$30,000,000.00

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	\$3,000.00	30.00	\$4,000,000.00

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
0001		\$		\$
3001		\$		\$
4001		\$		\$
1001		\$		\$
2001		\$		\$

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT
EMPLOYER SUPPORT OF THE GUARD AND RESERVE
PROGRAM SUPPORT SPECIALIST
07 January 2007**

1.0 Background. National Committee Employer Support of the Guard and Reserve (NCESGR) contractor support, representing NCESGR's interests to the state and territory Employer Support of the Guard and Reserve (ESGR) Field Committees (FC) shall provide support to develop and sustain supportive employer attitudes and policies within the state/territory concerning employee participation in all Guard and Reserve programs. This support is provided to the local ESGR FC and to NCESGR in order to leverage and build synergies with their volunteer network in building a supportive employer environment for all Reserve Components (RC) within the state. This support shall be in close coordination and cooperation with NGB-J1 and respective Adjutants General and/or comparable RC leadership and NCESGR with the intent to foster partnerships in the furtherance of ESGR programs which are designed to maintain strong employer support.

IDIQ Terms and Management Responsibilities.

REGULATIONS: This IDIQ must conform to the terms and regulations of Federal Acquisition Regulation (FAR) 16.505 and Defense FAR Supplement (DFARS) 216.505.

IDIQ MINIMUM/MAXIMUM LIMITS: This will be an Indefinite Quantity Indefinite Delivery (IDIQ) contract. The guaranteed minimum for this requirement is Three Million dollars (\$3,000,000.00) and is applicable ONLY to the base period of performance. There is no guaranteed minimum applicable to any task orders issued during any option period. Funds will be obligated on individual Task Orders. This is the Government's absolute minimum obligation under this contract. This IDIQ will have a maximum award ceiling amount of Thirty Million dollars (\$30,000,000.00) in aggregate task orders over the period of performance.

ORDER MINIMUM/MAXIMUM LIMITS: For each individual task order there will be a minimum order amount of Three Thousand dollars (\$3,000.00) and a maximum order amount of Four Million dollars (\$4,000,000.00). The Contractor shall coordinate with the Government to ensure that all minimum and maximum constraints specified for this IDIQ are followed unless changes are authorized in writing by the Contracting Officer.

3.0 Objective.

The objective is for the Contractor to provide assistant program management level staff support, primarily in relation to the efforts associated with the respective FC within the five regions and 56 FC representing ESGR and with the NCESGR located in Rosslyn, VA. Depending on physical location, this assistant for program management level staff support shall be in close coordination and cooperation with NGB-J1 and respective TAGs and/or comparable RC leadership and NCESGR. The Contractor shall provide one central point of contact (POC) for the management of the overall contract. That POC shall coordinate the activities of all Contract Employees engaged in this contract. The Contractor POC shall coordinate directly with NCESGR Contract Representative (COR) for specific instructions, guidance, reporting, etc. Specific POC will be identified by the Contracting Officer's Representative (COR) and the FC Chair and/or ED. In coordination and cooperation with the NCESGR leadership, FC Chair and Executive Director (ED) the Contract Employee shall represent the interests of NCESGR in providing assistance with management, oversight, guidance and support of FC ESGR programs in the furtherance of developing an employer community supportive of military service. This support extends to providing day-to-day continuity for FC operations, programs and initiatives. The Contract Employee shall provide support to the FC Chair and ED to assist with liaison between Regional, National and local ESGR officials. The Contract Employee shall assist with the establishment and maintenance of programs promoting liaison activities with employers of RC military members. The Contract Employees at the specified locations shall coordinate with the local FC leadership

(Chair and ED) and respective J-1 or comparable RC personnel and NCESGR. In some cases, the Contract Employee may be the ED for their respective FC. In some cases the ED may be a Contractor Employee employed with a different Contractor. In all FC cases, the Contract Employee shall be working in close cooperation with other Contract Employees, some of whom may be under a separate contract, in order to further the goals and objectives of the local FC as directed by the Strategic Goals and Objectives established and promulgated by NCESGR.

4.0 Scope Under this IDIQ contract, the contractor will provide a program support specialist in the specific states (as specified in the individual task order(s)). Program Support Specialist(s) will be provided to various states and territories ESGR Field Committee. Attachment 1, Allocation Priority Lists the priority of locations that may need a Program Support Specialist.

4.1 Personnel Requirements

The contractor shall provide a program support specialist experienced in Employer Support of the Guard and Reserve programs, initiatives and policies. Program Support Specialist shall have a broad working knowledge of all RCs. Initial requirement is for approximately 40 contract employees to be located, as needed, throughout the ESGR FCs. NCESGR shall be the deciding agency on which FCs shall be provided a contractor employee.

4.2 Tasks

(1) Serves as program assistant for the state/territory/district FC of the Employer Support of the Guard and Reserve (ESGR). Works in coordination with the Program Support Specialist / Executive Director, FC Chair, and FC volunteer membership to assist with operational activities, financial management, training, logistical and other program management level support. Monitors the FC ESGR Web Site and NCESGR website to ensure the accuracy and timeliness of data entries and overall content.

(2) Provides assistance in the development and implementation of a FC ESGR training program and coordinates scheduling of committee members with training dates and locations of qualified providers.

(3) Assists with the management processes for the formulation of budget requirements supporting FC ESGR Programs, committee operations and events. Assists with monitoring budget expenditures and with the funding justification for additional unplanned mission requirements.

(4) Assists with monitoring the Employer Recognition and Statement of Support program that recognizes private and public employers, supervisors and managers who have provided supportive work places, employment policies and practices for their reserve component member employees. Advises Chair, regional Chairs, military unit commanders and Guard/Reserve members on eligibility criteria and submission status.

(5) Assists with managing the FC Military Outreach Program that provides training and ESGR materials to RC members. Ensures units have access to and understand all available ESGR services. The contractor provides ESGR program technical assistance and guidance to Regional Chairpersons, Military Unit Commanders and Members within the state so they may accomplish objectives and mission of the ESGR program and understand prescribed rights under Federal and State Law. Assists with managing FC mobilization and demobilization processing as needed and/or requested. As requested by RC Units, assists with the coordination and scheduling of MOB/DEMOB activities for all activated Reserve Component Units across respective state/territory/district.

(6) Assists with managing the FC Strategic Partnership Program. Disseminates information to improve knowledge of and voluntary compliance with, the Uniformed Services Employment and Reemployment Rights Act (USERRA)

among association-member employers. Promotes an understanding of Guard and Reserve service among association-member employers. Enlists support of association-member employers in development of human resource policies and practices that support and encourage employee participation in Guard and Reserve programs. Sustains willingness of association-member employers to support their employees called to military service for the Global War on Terrorism over potentially longer periods of time and greater frequency. Recruits association members as ESGR volunteers.

(7) Represents respective FC and NCESGR interests at conferences and meetings.

(8) Assists with managing the FC volunteer recruitment program to ensure diversification and compliance with applicable NCESGR instructions.

(9) Assist with informal and neutral mediation of USERRA cases initiated by service members. Assists with education and consultation services to employers and service members on USERRA. Monitors the USERRA case management process to determine trends, identify nature and causes and recommends appropriate measures to support findings. Assists FC Ombudsman Coordinators and Ombudsmen with monitoring and managing individual state USERRA case management programs and appropriate documentation measures. Assists with the development of reports and submits to NCESGR as required. Represents National and State ESGR at conferences and meetings. Assists with USERRA and Case Management System training. Assists with the formulation of budget requirements supporting Ombudsman Programs, operations and events.

4.3 Experience required.

(1) Demonstrated broad based knowledge, experience, and skills in the areas of military personnel and human resource matters, especially as they relate to balancing civilian employment with military service in one of the Reserve Components (RC). In addition, the Contract Employee must demonstrate a working knowledge of all ESGR Programs, Activities, and Services. The Contract Employee shall also have knowledge of the Uniformed Services Employment and Re-employment Rights Act (USERRA).

(2) Knowledge of the Uniformed Services Employment and Reemployment Rights Act (USERRA), related Department of Defense (DoD) Directives and Instructions, respective RC policies and instructions, and state laws or policies governing the resolution of employer issues or concerns. Knowledgeable in the application of the principles, methodologies and analysis of programs; i.e., factors that affect training and budgeting, gathering and analyses of information, recommendations for program improvement and accurate information dissemination.

(3) Individual must be computer literate and proficient in preparing Microsoft, Excel and Powerpoint documents.

(4) Skill in establishing and maintaining effective working relationships using tact and diplomacy in interacting with soldiers, commanders, employers, volunteers and other Contract Employees.

(5) Ability to establish and management a volunteer program to include: recruiting, diversification, developing and maintaining a list of committee members and volunteers, maintaining records of volunteer contributions, and establishing a system for recognizing their contributions and those of employers of reserve component members.

(6) Ability to apply analytical tools and techniques to the interpretation of collected data and non-solicited feedback on all ESGR programs.

(7) Ability to communicate effectively both orally and in writing.

(8) Ability to work in close coordination with other Contractor Employees and Contractors within respective FC to further ESGR Strategic Goals and Objectives as defined and promulgated by NCESGR. Ability to coordinate FC program management requirements with other Contractor Employees resident within the same FC. Other FC Contract Employees may or not be employed by same Contractor. In some cases, FC management/leadership may be manned by military personnel. In all cases, Contract Employee must be able to work in harmony with all assigned FC leadership in order to successfully reach/accomplish the ESGR Strategic Goals and Objectives as defined and promulgated by NCESGR.

4.4 States

(1) There are 56 states or territories plus the Program Manager projected to require a contractor employee(s) throughout the performance period (base plus 4 option years) Initial award shall be for approximately 40 contractor employees. Remaining states or territories may eventually be provided a contractor employee under this contract. These states will be added when funding becomes available to support the requirement. All states and territories may eventually be provided with a contractor employee under this contract. Some states may require more than one contractor employee. The number of states requiring a contractor employee may increase or decrease during the life of the contract, depending on the mission within the states. In all cases, NCESGR shall be the deciding authority on all FC additional Contractor Employee manning determinations.

(2) Attachment 1 (Priority 1 – 40) shows the states that are projected to require a contractor employee for the first task order/ initial award of the contract. Other locations may require a contractor employee later in the contract period. Contractor to bid on all positions as stated in Attachment 1.

5.0 Applicable Documents.

A. Mandatory

- All NCESGR and DoD Instructions
- ALL NGB-NCESGR MOU/ISSA
- USERRA

6.0 PERFORMANCE REQUIREMENTS SUMMARY

6.1 Performance Objective	Performance Standard
Provide for Program Management requirements of NCESGR on FCs.	<p>Performs with Chair/ED/PSS by accomplishing program management duties defined in NCESGR Instructions and annual Strategic Plan.</p> <p>Acceptable Quality Level Individual responds to inquiries within one day of submission of inquiry.</p>
6.2 Performance Objective	Performance Standard
Ensures all reporting, to include metrics-based reports, are provided to NCESGR. .	<p>Reports are timely and professionally prepared and presented. All reports are provided IAW respective NCESGR and DoD instructions and regulations.</p> <p>Acceptable Quality Level</p>

	95% of reports are on time and 98% accurate on the first submittal.
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6.3 Performance Objective	Performance Standard
Expeditious resolution of assigned Ombudsman cases. Reduce and eliminate aged Ombudsmen cases.	Actively coordinate, manage and monitor all assigned Ombudsman cases. Effectively manages and coordinates all assigned Ombudsman cases IAW applicable NCESGR Instructions. Acceptable Quality Level Resolves Ombudsmen case within the time allocated by the Program Manager.

7.0 Deliverables. The contractor shall provide all deliverables as listed on the individual task order.

8.0 Government Property and Furnished Information. Depending on physical location, the government will provide office space and support in coordination between FC Chair, NGB-J1, NCESGR and local J-1 staff and/or comparable RC leadership.

9.0 Place of Performance. FC leadership shall coordinate with NGB-J1, NCESGR and local J-1 staff and/or comparable RC leadership. Where it is agreed that ESGR's interests are best met, place of performance may be from home of record. Factors to be considered when this is agreed upon shall include but are not limited to: availability of office space within respective RC, geographical and demographical makeup state/territory/district. Successful performance of duties and responsibilities as determined by FC leadership, RC leadership and, ultimately, NCESGR shall be the determining factor as to HOR being authorized for place of performance.

10.0 Travel. Some local and long distance travel is anticipated in support of this requirement. The Contractor Employee shall travel to Reserve/Active Component units and bases, employer locations and DoD Agencies. The Contractor Employee will be required to travel to other locations in support of the tasks described in this statement of work. Contractor travel will be conducted in accordance with the Federal Travel Regulation (FTR).

11.0 Period of Performance. The period of performance is a base year and four (4) one year option periods.

12.0 Agency Support.

The Contracting Officer Representative and Contracting Officer Technical Representative(s) will be specified in a separate assignment letter to the Contractor.

13.0 Inspections and Acceptance. All reports and invoices must be approved by the COR.

14.0 Security Requirements. The Contractor Employee is responsible for safeguarding information of a confidential or sensitive nature. Failure to safeguard any classified/privileged information which may involve the Contractor or the contractor's personnel or to which they may have access may subject the Contractor and/or the Contractor's Employees to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor. All programs and materials developed at government expense during the course of this contract are the property of the government. Contractor personnel shall be required to obtain and maintain security badges and adhere to the installation security requirements. The performance of this requirement will require the contractor access to classified information. FAR

clause 52-204-2, Security Requirements, as required by either FAR Subpart 4.404 (a) or FAR Subpart 4.404(d), whichever is appropriate. At the time that the solicitation is issued, it shall be accompanied by a Contract Security Specification, DD Form 254, in accordance with DoD Directive 5220.22-M, Department of Defense Industrial Security Manual for Safeguarding Classified Information, and any revisions, thereto, as well as Industrial Security Regulation DoD 5220.22-R. Failure to safeguard and classified/privileged information which may involve the contractor or/or the contractor's personnel or to which they may have access may subject the contractor and/or contractor's personnel to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor. The contractor employees performing requirement are required to have a SECRET clearance. (IF REQUIRED A SIGNED DD254 WILL BE ATTACHED TO THE ORDER)

15.0 Common Access Card. Must meet requirements to obtain card.

16.0 Quality Control. The Contractor shall develop and maintain an effective quality control program in accordance with their approved Management Oversight Plan (MOP) to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means to assure that the work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary (PRS) described in Section 7 of the PWS. This shall include a customer satisfaction survey suitable to meet the performance standard requirements of paragraph 7.3 above. The Contractor will provide the Quality Control Plan as a deliverable on the first task order.

17.0 Performance Assessment. The Government will evaluate the Contractor's performance under this contract in accordance with the Performance Assessment Plan (PAP) described in Attachment 1. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards identified in the PRS will be measured, by whom, the frequency of the surveillance, and the maximum acceptable defect rate(s).

18.0 Accounting for Contract Services

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

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

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

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this 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 will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Attachment 1

Allocation Priority		ESGR Field Committee
1		PROGRAM MANAGER
2		TEXAS
3		PENNSYLVANIA
4		CALIFORNIA SOUTH
5		NEW YORK
6		FLORIDA
7		OHIO
8		GEORGIA
9		ILLINOIS
10		NORTH CAROLINA
11		LOUISIANA
12		CALIFORNIA NORTH
13		VIRGINIA
14		ALABAMA
15		MICHIGAN
16		MISSOURI
17		WASHINGTON
18		INDIANA
19		TENNESSEE
20		MINNESOTA
21		WISCONSIN
22		MARYLAND
23		MASSACHUSETTS
24		SOUTH CAROLINA
25		NEW JERSEY
26		IOWA
27		MISSISSIPPI
28		COLORADO
29		KANSAS
30		UTAH
31		OREGON
32		ARKANSAS
33		KENTUCKY
34		CONNECTICUT
35		NEVADA
36		ARIZONA
37		OKLAHOMA
38		DC
39		NEBRASKA

40		NEW MEXICO
41		WEST VIRGINIA
42		MAINE
43		HAWAII
44		IDAHO
45		MONTANA
46		NEW HAMPSHIRE
47		ALASKA
48		SOUTH DAKOTA
49		DELAWARE
50		RHODE ISLAND
51		NORTH DAKOTA
52		VERMONT
53		WYOMING
54		EUROPE
55		GUAM
56		VIRGIN ISLANDS
57		PUERTO RICO

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
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 03-JUL-2007 TO 02-JUL-2008	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
1001	POP 03-JUL-2008 TO 02-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2001	POP 03-JUL-2009 TO 02-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
3001	POP 03-JUL-2010 TO 02-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
4001	POP 03-JUL-2011 TO 02-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

Section G - Contract Administration Data

SECTION G

G.1. CONTRACT ADMINISTRATION

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

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

1) A copy of any invoice involved in a claim for credit which is challenged by the contractor.

2) A copy any correspondence received from any of the Government activities involved with this contract and which is related to, or might be related to, a contractual matter.

G.2. SUBMISSION OF INVOICES AND PAYMENT. Payment will be made either using Wide Area Workflow-Receipt and Acceptance (WAWF-RA) or through submission of your invoice to the COR and DFAS. Individual task orders will specify how invoices will be processed.

a. Payment will be made after receipt and acceptance of services.

b. Invoices shall be submitted once per month, in one of the following methods

1) The contractor shall submit an original invoice to DFAS and a copy to the Contracting Officer Representative as specified in each Task Order. The COR shall promptly complete the DD 250 and forward to the Contracting Officer for payment processing in accordance with the Prompt Payment Act.

2) Invoices may be submitted and processed through Wide Area Workflow-Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests. Information regarding WAWF-RA is available on the internet at <https://wawf.eb.mil>.

c. Each invoice must contain the full contract number and the task order number and the Contract Line Item Number (CLIN) associated with the supplies or services invoiced.

d. For Prompt Payment Act purposes, the designated billing office is identified in each task order, however the default billing office will be the DFAS location identified in block 15 of the DD Form 1155 of each task order.

G.3. CONTRACTOR'S CONTRACT ADMINISTRATION

The Contractor's contract administration shall be performed by the individual named below at the address indicated. Notification of any change in the designated individual shall be provided to the Contract Administration Office (CAO) specified in the Contract Administration Plan (CAP) within a minimum of five (5) days prior to the effective date of the change.

(Name)

(Title)

(Street Address 1)

(Street Address 2)

(City/State/Zip)

(Phone/Fax/E-Mail)

G.4. REMITTANCE ADDRESS:

If contractor's remittance address is different than the mailing address appearing in Block 15.A. on SF 33, contractor shall provide the following information:

REMIT TO: _____ (Name)

_____ (Street Address 1)

_____ (Street Address 2)

_____ (City, State, Zip)

G.5. CONTRACT ADMINISTRATION INFORMATION.

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the function assigned.

1. PROCURING CONTRACT OFFICE (PCO)

Contracting Officer (ATTN: (b) (6))
 National Guard Bureau
 1411 Jefferson Davis Hwy
 NGB-ZC-AQ-JS
 Arlington, Virginia 22202
 (703) 607-1127
 e-mail: (b) (6)

is responsible for:

- a) All pre award information, questions or data
- b) Freedom of Information Inquiries
- c) Changes/Questions/Information regarding the scope, terms, or conditions of the basic contract document
- d) Post Award Conference
- e) Authority to proceed in an Emergency

2. CONTRACT ADMINISTRATION OFFICE

Contracting Officer (ATTN: (b) (6))
 National Guard Bureau
 1411 Jefferson Davis Hwy
 NGB-ZC-AQ-JS
 Arlington, Virginia 22202
 (703) 607-1127
 e-mail: (b) (6)

is responsible for:

- a) Matters specified in FAR 42.302 and DFARS 42.302, except in those areas specifically designated as the responsibility of someone else herein.
- b) Monitoring the performance of Contracting Officer representative.
- c) Maintaining the official contract file, including the backup documentation for all modifications thereto.

3. PAYING OFFICE

TO BE SPECIFIED ON A TASK ORDER BASIS.

Is responsible for payment of proper invoices following documented acceptance by the Contracting Officer's representative.

4. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

is responsible for:

- a) Liaison between government and contractor personnel
- b) Technical clarification of the Performance Statement of Work
- c) Authority to proceed in Emergency Circumstances.
- d) Quality Assurance of services performed and acceptance of services rendered.
- e) Certification of invoice for payment.
- f) Monitoring of cost-reimbursement items to ensure ceiling amounts are not exceeded.
- g) Monitoring of security requirements on government installations.
- h) Administrator for any government furnished property.
- i) Performing a contractor Performance Assessment Report (PAR) within 60 days subsequent to completion of the base period and all exercised option periods.

It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, or task orders issued thereunder, including changes to price, quantity, quality, place of performance and delivery. There fore under no circumstances will any understanding, agreement, modification, change order, or other matter deviating from the awarded terms and conditions, occurring between the contractor and any other person be effective or binding to the government.

When/If, in the opinion of the contractor, an effort outside the existing scope of the contract or task order is requested, the contractor shall promptly notify the PCO in writing. The contractor will take no action unless the PCO or CAO has issued a contractual change.

*(Complete contract numbers to be assigned upon award.)

Section H - Special Contract Requirements

SECTION H

H.1. PURPOSE AND SCOPE. The purpose of this Indefinite Delivery, Indefinite Quantity (IDIQ) contract is to provide administrative level staff support to the state and territory Employer Support of the Guard and Reserve (ESGR) Field Committees (FC) within the five regions and 56 FC representing ESGR. 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 the specifications in SECTION C and the task order-specific description of the work.

a. Minimum Guaranteed Funding Amount: The contractor shall receive a minimum of \$3,000,000 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 contract amount is an estimated \$30,000,000.00 in task orders over the life of the contract. The contract establishes a total contract maximum capacity, without subdividing the capacity any further.

H.2. CONTRACT TYPE. The contract type is firm-fixed price.

H.3. PROCEDURES FOR TASK ORDERS.

a. Requests for Proposals:

1) When the government requires services under the contract, the Contracting Officer will issue a Request for Proposals (RFP) to the Contractor. The RFP will consist of:

- (a) a description of the work to be performed,
- (b) the desired performance schedule,
- (c) a schedule for pricing, and
- (d) any other information which may be of assistance in preparation of an offer.

b. Submission of Proposals:

1) Upon receipt of an RFP from the Contracting Officer, the Contractor shall furnish a proposal within fourteen calendar days, unless otherwise specified by the Contracting Officer.

2) Proposal shall be firm-fixed price with a breakdown of labor, travel and other direct costs. Contractor will be provided information on travel required and historical information to assist them in providing a firm-fixed price travel proposal.

c. Acceptance of Proposals:

1) Upon receipt of a proposal, the Contracting Officer will analyze the offer and, if acceptable, issue a task order. 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 RFP 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. Hourly Rates: The hourly rates that were proposed for the base and each option year will be in effect at the time of the task order issuance shall prevail for the entire period of task order performance, even if performance extends into a subsequent option period.

H.4. ORDERING (FAR 52.216-18) (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 date of contract award through expiration of the contract.

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)

H.5. SUBSTITUTION OR ADDITION OF KEY PERSONNEL

a. The contractor agrees to assign to the contract those key personnel whose resumes or personnel qualifications statements were submitted as required by SECTION L to fulfill the requirements of this contract. No substitution or addition of key personnel shall be made except in accordance with this provision.

b. The contractor agrees to promptly notify the Contracting Officer, during the contract performance period, when key personnel are unavailable for work under the contract for a continuous period exceeding 30 working days or are expected to devote substantially less effort to the work than indicated in the offeror's accepted proposal. The contractor shall propose a substitution for these key personnel in accordance with paragraph c. below.

c. All proposed substitutions for key personnel shall be submitted, in writing, to the Contracting Officer a minimum of 15 days (preferably 30 days) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. All proposed substitutes (no matter when they are proposed during the contract performance period) shall have qualifications at least equal to the qualifications of the person being replaced.

d. In the event a task order requires increased key personnel, the contractor shall submit to the Contracting Officer a written request for approval to add personnel for specified discipline(s). The information required for the request is the same as that required in paragraph c. above. The additional key personnel shall have qualifications commensurate with the services to be provided.

e. The Contracting Officer will evaluate requests for substitutes or additional key personnel and promptly notify the contractor in writing as to approval or disapproval.

f. If the Contracting Officer determines that suitable and timely replacement of personnel (who have been reassigned, terminated, or otherwise become unavailable to perform) under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of a task order, the task order may be terminated by the Contracting Officer.

H.6. SUCCESSOR CONTRACTING OFFICERS. The Contracting Officer signing the contract award is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the National Guard Bureau, and acting within her/his authority, may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

H.7. REQUIRED AMOUNTS OF INSURANCE

a. In performance under this contract, the Contractor must comply with the requirement of FAR 52.228-5 "Insurance—Work on a Government Installation" concerning providing certification to the Contracting Officer.

b. The Contract shall acquire, and thereafter maintain, during the entire period of performance for this contract, the following minimum insurance:

<u>TYPE</u>	<u>AMOUNT</u>
Automobile	\$200,000 per person
Bodily Injury Liability	\$500,000 per occurrence
Property Damage Liability	\$ 20,000 per occurrence
Comprehensive General Liability	\$500,000 per occurrence
Workmen's Compensation and	

Employer's Liability \$100,000 per person*

* Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. They shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

c. The contractor agrees to insert the substance of this requirement in all subcontracts performed under this contract.

H.8. PERFORMANCE ASSESSMENT REPORT (PAR)

Under government contracting regulations, past performance evaluations are required for each service contract in excess of \$1,000,000. As a minimum, a 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 and the contractor will have access to the evaluation information. The 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 Past Performance Information Management System (PPIMS). PPIMS is the Army's central repository for past performance information and is available for use by authorized government personnel in making source selection decisions.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-14	Rights in Data--General	JUN 1987
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-14	Use of Government Facilities	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-13	Failure To Perform	APR 1984
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
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
252.204-7006	Billing Instructions	OCT 2005

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.217-7003	Changes	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.239-7005	Rates, Charges, And Services	NOV 2005
252.239-7007	Cancellation Or Termination Of Orders	NOV 2005
252.241-7001	Government Access	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7005	Indefinite Quantities - No Fixed Charges	DEC 1991
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7007	Liability and Insurance	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of NGB-ZC-PARC or his designated authorized representative, and shall not be binding until so approved.

(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 3 July 2007 through 2 July 2012.

(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 \$3,000, 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 \$4,000,000;

(2) Any order for a combination of items in excess of \$4,000,000; or

(3) A series of orders from the same ordering office within 15 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 5 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 2 July 2012.

(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 15 days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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):

[www.com]

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

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

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

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

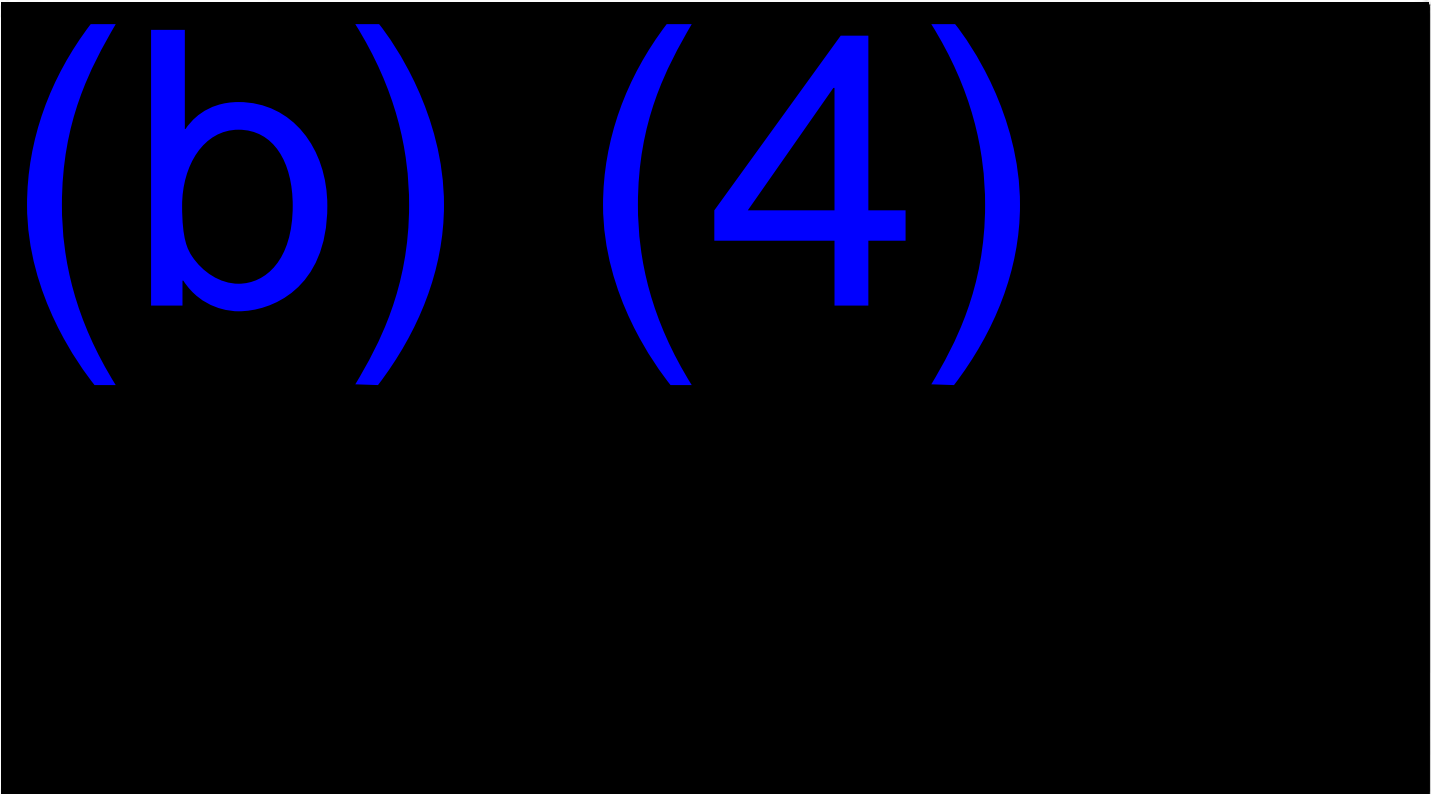
ATTACHMENTS

Attachment 1: Contractor Rates for Base and Option Years



Cost/Price

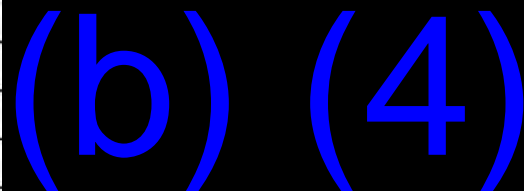
1.0 Introduction



1.1 Base Year Rates

Listed in order of Priority of Fill

#	Labor Category	Description (Location)	U/M	Quantity	Unit Cost	Extended Cost
1	Program Manager		Hours			
2	PSS	Texas	Hours			
3	PSS	Pennsylvania	Hours			
4	PSS	California South	Hours			
5	PSS	New York	Hours			
6	PSS	Florida	Hours			
7	PSS	Ohio	Hours			
8	PSS	Georgia	Hours			
9	PSS	Illinois	Hours			



Volume 1 – Cost/Price

Response to NGB-ZC-AQ Request for Employer Support of the Guard and Reserve – Program Support Specialist



NGB-ZC-AQ Solicitation Number W9133L-076-R-0022
14 May 2007

10	PSS	North Carolina	Hours	(b) (4)
11	PSS	Louisiana	Hours	
12	PSS	California North	Hours	
13	PSS	Virginia	Hours	
14	PSS	Alabama	Hours	
15	PSS	Michigan	Hours	
16	PSS	Missouri	Hours	
17	PSS	Washington	Hours	
18	PSS	Indiana	Hours	
19	PSS	Tennessee	Hours	
20	PSS	Minnesota	Hours	
21	PSS	Wisconsin	Hours	
22	PSS	Maryland	Hours	
23	PSS	Massachusetts	Hours	
24	PSS	South Carolina	Hours	
25	PSS	New Jersey	Hours	
26	PSS	Iowa	Hours	
27	PSS	Mississippi	Hours	
28	PSS	Colorado	Hours	
29	PSS	Kansas	Hours	
30	PSS	Utah	Hours	
31	PSS	Oregon	Hours	
32	PSS	Arkansas	Hours	
33	PSS	Kentucky	Hours	
34	PSS	Connecticut	Hours	
35	PSS	Nevada	Hours	
36	PSS	Arizona	Hours	
37	PSS	Oklahoma	Hours	
38	PSS	DC	Hours	
39	PSS	Nebraska	Hours	
40	PSS	New Mexico	Hours	
41	PSS	West Virginia	Hours	
42	PSS	Maine	Hours	

Volume 1 – Cost/Price

Response to NGB-ZC-AQ Request for Employer Support of the Guard and Reserve – Program Support Specialist



NGB-ZC-AQ Solicitation Number W9133L-076-R-0022
14 May 2007

43	PSS	Hawaii	Hours
44	PSS	Idaho	Hours
45	PSS	Montana	Hours
46	PSS	New Hampshire	Hours
47	PSS	Alaska	Hours
48	PSS	South Dakota	Hours
49	PSS	Delaware	Hours
50	PSS	Rhode Island	Hours
51	PSS	North Dakota	Hours
52	PSS	Vermont	Hours
53	PSS	Wyoming	Hours
54	PSS	Europe	Hours
55	PSS	Guam	Hours
56	PSS	Virgin Islands	Hours
57	PSS	Puerto Rico	Hours

(b) (4)

Base Year Total Labor \$3,734,937.60

1.2 Option Year One Rates

Listed in order of Priority of Fill

#	Labor Category	Description (Location)	U/M	Quantity	Unit Cost	Extended Cost
1	Program Manager		Hours			
2	PSS	Texas	Hours			
3	PSS	Pennsylvania	Hours			
4	PSS	California South	Hours			
5	PSS	New York	Hours			
6	PSS	Florida	Hours			
7	PSS	Ohio	Hours			
8	PSS	Georgia	Hours			
9	PSS	Illinois	Hours			
10	PSS	North Carolina	Hours			
11	PSS	Louisiana	Hours			

(b) (4)

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12	PSS	California North	Hours	(b) (4)
13	PSS	Virginia	Hours	
14	PSS	Alabama	Hours	
15	PSS	Michigan	Hours	
16	PSS	Missouri	Hours	
17	PSS	Washington	Hours	
18	PSS	Indiana	Hours	
19	PSS	Tennessee	Hours	
20	PSS	Minnesota	Hours	
21	PSS	Wisconsin	Hours	
22	PSS	Maryland	Hours	
23	PSS	Massachusetts	Hours	
24	PSS	South Carolina	Hours	
25	PSS	New Jersey	Hours	
26	PSS	Iowa	Hours	
27	PSS	Mississippi	Hours	
28	PSS	Colorado	Hours	
29	PSS	Kansas	Hours	
30	PSS	Utah	Hours	
31	PSS	Oregon	Hours	
32	PSS	Arkansas	Hours	
33	PSS	Kentucky	Hours	
34	PSS	Connecticut	Hours	
35	PSS	Nevada	Hours	
36	PSS	Arizona	Hours	
37	PSS	Oklahoma	Hours	
38	PSS	DC	Hours	
39	PSS	Nebraska	Hours	
40	PSS	New Mexico	Hours	
41	PSS	West Virginia	Hours	
42	PSS	Maine	Hours	
43	PSS	Hawaii	Hours	
44	PSS	Idaho	Hours	

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45	PSS	Montana	Hours	(b) (4)
46	PSS	New Hampshire	Hours	
47	PSS	Alaska	Hours	
48	PSS	South Dakota	Hours	
49	PSS	Delaware	Hours	
50	PSS	Rhode Island	Hours	
51	PSS	North Dakota	Hours	
52	PSS	Vermont	Hours	
53	PSS	Wyoming	Hours	
54	PSS	Europe	Hours	
55	PSS	Guam	Hours	
56	PSS	Virgin Islands	Hours	
57	PSS	Puerto Rico	Hours	

Option Year One Total Labor \$ 3,827,827.20

1.3 Option Year Two Rates

Listed in order of Priority of Fill

#	Labor Category	Description (Location)	U/M	Quantity	Unit Cost	Extended Cost
1	Program Manager		Hours	(b) (4)		
2	PSS	Texas	Hours			
3	PSS	Pennsylvania	Hours			
4	PSS	California South	Hours			
5	PSS	New York	Hours			
6	PSS	Florida	Hours			
7	PSS	Ohio	Hours			
8	PSS	Georgia	Hours			
9	PSS	Illinois	Hours			
10	PSS	North Carolina	Hours			
11	PSS	Louisiana	Hours			
12	PSS	California North	Hours			
13	PSS	Virginia	Hours			

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14	PSS	Alabama	Hours	(b) (4)
15	PSS	Michigan	Hours	
16	PSS	Missouri	Hours	
17	PSS	Washington	Hours	
18	PSS	Indiana	Hours	
19	PSS	Tennessee	Hours	
20	PSS	Minnesota	Hours	
21	PSS	Wisconsin	Hours	
22	PSS	Maryland	Hours	
23	PSS	Massachusetts	Hours	
24	PSS	South Carolina	Hours	
25	PSS	New Jersey	Hours	
26	PSS	Iowa	Hours	
27	PSS	Mississippi	Hours	
28	PSS	Colorado	Hours	
29	PSS	Kansas	Hours	
30	PSS	Utah	Hours	
31	PSS	Oregon	Hours	
32	PSS	Arkansas	Hours	
33	PSS	Kentucky	Hours	
34	PSS	Connecticut	Hours	
35	PSS	Nevada	Hours	
36	PSS	Arizona	Hours	
37	PSS	Oklahoma	Hours	
38	PSS	DC	Hours	
39	PSS	Nebraska	Hours	
40	PSS	New Mexico	Hours	
41	PSS	West Virginia	Hours	
42	PSS	Maine	Hours	
43	PSS	Hawaii	Hours	
44	PSS	Idaho	Hours	
45	PSS	Montana	Hours	
46	PSS	New Hampshire	Hours	

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47	PSS	Alaska	Hours	(b) (4)
48	PSS	South Dakota	Hours	
49	PSS	Delaware	Hours	
50	PSS	Rhode Island	Hours	
51	PSS	North Dakota	Hours	
52	PSS	Vermont	Hours	
53	PSS	Wyoming	Hours	
54	PSS	Europe	Hours	
55	PSS	Guam	Hours	
56	PSS	Virgin Islands	Hours	
57	PSS	Puerto Rico	Hours	

Option Year Two Total Labor \$ 3,923,712.00

1.4 Option Year Three Rates

Listed in order of Priority of Fill

#	Labor Category	Description (Location)	U/M	Quantity	Unit Cost	Extended Cost
1	Program Manager		Hours	(b) (4)		
2	PSS	Texas	Hours			
3	PSS	Pennsylvania	Hours			
4	PSS	California South	Hours			
5	PSS	New York	Hours			
6	PSS	Florida	Hours			
7	PSS	Ohio	Hours			
8	PSS	Georgia	Hours			
9	PSS	Illinois	Hours			
10	PSS	North Carolina	Hours			
11	PSS	Louisiana	Hours			
12	PSS	California North	Hours			
13	PSS	Virginia	Hours			
14	PSS	Alabama	Hours			
15	PSS	Michigan	Hours			

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16	PSS	Missouri	Hours	(b) (4)
17	PSS	Washington	Hours	
18	PSS	Indiana	Hours	
19	PSS	Tennessee	Hours	
20	PSS	Minnesota	Hours	
21	PSS	Wisconsin	Hours	
22	PSS	Maryland	Hours	
23	PSS	Massachusetts	Hours	
24	PSS	South Carolina	Hours	
25	PSS	New Jersey	Hours	
26	PSS	Iowa	Hours	
27	PSS	Mississippi	Hours	
28	PSS	Colorado	Hours	
29	PSS	Kansas	Hours	
30	PSS	Utah	Hours	
31	PSS	Oregon	Hours	
32	PSS	Arkansas	Hours	
33	PSS	Kentucky	Hours	
34	PSS	Connecticut	Hours	
35	PSS	Nevada	Hours	
36	PSS	Arizona	Hours	
37	PSS	Oklahoma	Hours	
38	PSS	DC	Hours	
39	PSS	Nebraska	Hours	
40	PSS	New Mexico	Hours	
41	PSS	West Virginia	Hours	
42	PSS	Maine	Hours	
43	PSS	Hawaii	Hours	
44	PSS	Idaho	Hours	
45	PSS	Montana	Hours	
46	PSS	New Hampshire	Hours	
47	PSS	Alaska	Hours	
48	PSS	South Dakota	Hours	

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49	PSS	Delaware	Hours	(b) (4)
50	PSS	Rhode Island	Hours	
51	PSS	North Dakota	Hours	
52	PSS	Vermont	Hours	
53	PSS	Wyoming	Hours	
54	PSS	Europe	Hours	
55	PSS	Guam	Hours	
56	PSS	Virgin Islands	Hours	
57	PSS	Puerto Rico	Hours	

Option Year Three Total Labor \$ 4,021,920.00

1.5 Option Year Four Rates

Listed in order of Priority of Fill

#	Labor Category	Description (Location)	U/M	Quantity	Unit Cost	Extended Cost
1	Program Manager		Hours	(b) (4)		
2	PSS	Texas	Hours			
3	PSS	Pennsylvania	Hours			
4	PSS	California South	Hours			
5	PSS	New York	Hours			
6	PSS	Florida	Hours			
7	PSS	Ohio	Hours			
8	PSS	Georgia	Hours			
9	PSS	Illinois	Hours			
10	PSS	North Carolina	Hours			
11	PSS	Louisiana	Hours			
12	PSS	California North	Hours			
13	PSS	Virginia	Hours			
14	PSS	Alabama	Hours			
15	PSS	Michigan	Hours			
16	PSS	Missouri	Hours			
17	PSS	Washington	Hours			

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18	PSS	Indiana	Hours	(b) (4)
19	PSS	Tennessee	Hours	
20	PSS	Minnesota	Hours	
21	PSS	Wisconsin	Hours	
22	PSS	Maryland	Hours	
23	PSS	Massachusetts	Hours	
24	PSS	South Carolina	Hours	
25	PSS	New Jersey	Hours	
26	PSS	Iowa	Hours	
27	PSS	Mississippi	Hours	
28	PSS	Colorado	Hours	
29	PSS	Kansas	Hours	
30	PSS	Utah	Hours	
31	PSS	Oregon	Hours	
32	PSS	Arkansas	Hours	
33	PSS	Kentucky	Hours	
34	PSS	Connecticut	Hours	
35	PSS	Nevada	Hours	
36	PSS	Arizona	Hours	
37	PSS	Oklahoma	Hours	
38	PSS	DC	Hours	
39	PSS	Nebraska	Hours	
40	PSS	New Mexico	Hours	
41	PSS	West Virginia	Hours	
42	PSS	Maine	Hours	
43	PSS	Hawaii	Hours	
44	PSS	Idaho	Hours	
45	PSS	Montana	Hours	
46	PSS	New Hampshire	Hours	
47	PSS	Alaska	Hours	
48	PSS	South Dakota	Hours	
49	PSS	Delaware	Hours	
50	PSS	Rhode Island	Hours	

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51	PSS	North Dakota	Hours	(b) (4)
52	PSS	Vermont	Hours	
53	PSS	Wyoming	Hours	
54	PSS	Europe	Hours	
55	PSS	Guam	Hours	
56	PSS	Virgin Islands	Hours	
57	PSS	Puerto Rico	Hours	

Option Year Four Total Labor \$4,122,451.20

2.0 Delivery Order # 0001

#	Labor Category	Description (Location)	U/M	Quantity	Unit Cost	Extended Cost
1	Program Manager		Hours	(b) (4)		
2	PSS	Texas	Hours			
3	PSS	Pennsylvania	Hours			
4	PSS	California South	Hours			
5	PSS	New York	Hours			
6	PSS	Florida	Hours			
7	PSS	Ohio	Hours			
8	PSS	Georgia	Hours			
9	PSS	Illinois	Hours			
10	PSS	North Carolina	Hours			
11	PSS	Louisiana	Hours			
12	PSS	California North	Hours			
13	PSS	Virginia	Hours			
14	PSS	Alabama	Hours			
15	PSS	Michigan	Hours			
16	PSS	Missouri	Hours			
17	PSS	Washington	Hours			
18	PSS	Indiana	Hours			
19	PSS	Tennessee	Hours			
20	PSS	Minnesota	Hours			

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21	PSS	Wisconsin	Hours	(b) (4)
22	PSS	Maryland	Hours	
23	PSS	Massachusetts	Hours	
24	PSS	South Carolina	Hours	
25	PSS	New Jersey	Hours	
26	PSS	Iowa	Hours	
27	PSS	Mississippi	Hours	
28	PSS	Colorado	Hours	
29	PSS	Kansas	Hours	
30	PSS	Utah	Hours	
31	PSS	Oregon	Hours	
32	PSS	Arkansas	Hours	
33	PSS	Kentucky	Hours	
34	PSS	Connecticut	Hours	
35	PSS	Nevada	Hours	
36	PSS	Arizona	Hours	
37	PSS	Oklahoma	Hours	
39	PSS	DC	Hours	
40	PSS	Nebraska	Hours	

Labor	\$2,523,340.80
Travel	\$160,000.00
Total	\$2,683,340.80