

SOLICITATION, OFFER AND AWARD			1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 67	
2 CONTRACT NO W9133L-07-D-0007		3 SOLICITATION NO W9133L-07-R-0021	4 TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5 DATE ISSUED 01 Mar 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 12:00 PM local time 30 Mar 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 THERESA M. GLASGOW	B TELEPHONE (Include area code) (NO COLLECT CALLS) 703-607-1267	C. E-MAIL ADDRESS theresa.glasgow@ngbang.af.mil
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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 5 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED		20 AMOUNT \$0.00		21 ACCOUNTING AND APPROPRIATION See Schedule	
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24 ADMINISTERED BY (If other than Item 7) See Item 7		CODE	25 PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS-HQ0105 DFAS INDIANAPOLIS VENDOR PAY DEPT 3800 8899 E. 56TH ST. INDIANAPOLIS IN 46249-3800		
26. NAME OF CONTRACTING OFFICER (Type or print) (b) (6) TEL: 703 607-2089 EMAIL: (b) (6)		27 UNITED STATES OF AMERICA <i>Hathorn E. Madary</i> (Signature of Contracting Officer)		28 AWARD DATE 28-Jun-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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
	Program Operations Support FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN 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 profit. Subcontractor costs shall be included in CLIN 0001. FOB: Destination				
				MAX NET AMT	UNDEFINED
	ACRN AA CIN: 00000000000000000000000000000000				\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
	Accession Funds FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN shall account for the payments to the recruiting assistant, the contractor cost of any kind associated with payment to the RA, and any premium payment adjustment premiums (e.g. special circumstances such as deployment near-term and locality). FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

Deliverables
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN includes the items the contractor is responsible for creating, presenting, and submitting to the Government in accordance with the contract's Section F - Deliverables. No profit of any type shall be applied to deliverables.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

Other Direct Cost
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN has two subCLINs. The first subCLIN is for General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. This subCLIN shall not contain travel costs. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The second subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No fee of any type shall be applied to travel.

The costs associated with this CLIN will be identified specifically under each FFP task order

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

General ODCs
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

Travel
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No profit of any type shall be applied to travel.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

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 Program Operations Support
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN 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 profit. Subcontractor costs shall be included in CLIN 0001.

FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Accession Funds
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN shall account for the payments to the recruiting assistant, the contractor cost of any kind associated with payment to the RA, and any premium payment adjustment premiums (e.g. special circumstances such as deployment near-term and locality).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Deliverables
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN includes the items the contractor is responsible for creating, presenting, and submitting to the Government in accordance with the contract's Section F - Deliverables. No profit of any type shall be applied to deliverables.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Other Direct Cost
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN has two subCLINs. The first subCLIN is for General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. This subCLIN shall not contain travel costs. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The second subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No fee of any type shall be applied to travel.

The costs associated with this CLIN will be identified specifically under each FFP task order

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AA		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

General ODCs
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004AB		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION Travel
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No profit of any type shall be applied to travel.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

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 Program Operations Support
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN 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 profit. Subcontractor costs shall be included in CLIN 0001.
FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	Accession Funds FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN shall account for the payments to the recruiting assistant, the contractor cost of any kind associated with payment to the RA, and any premium payment adjustment premiums (e.g. special circumstances such as deployment near-term and locality). FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	Deliverables FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN includes the items the contractor is responsible for creating, presenting, and submitting to the Government in accordance with the contract's Section F - Deliverables. No profit of any type shall be applied to deliverables. FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION Other Direct Cost
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN has two subCLINs. The first subCLIN is for General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. This subCLIN shall not contain travel costs. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.
The second subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No fee of any type shall be applied to travel.

The costs associated with this CLIN will be identified specifically under each FFP task order

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AA		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION General ODCs
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004AB		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION Travel
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No profit of any type shall be applied to travel.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

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	Program Operations Support FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN 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 profit. Subcontractor costs shall be included in CLIN 0001. FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	Accession Funds FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN shall account for the payments to the recruiting assistant, the contractor cost of any kind associated with payment to the RA, and any premium payment adjustment premiums (e.g. special circumstances such as deployment near-term and locality). FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Deliverables
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN includes the items the contractor is responsible for creating, presenting, and submitting to the Government in accordance with the contract's Section F - Deliverables. No profit of any type shall be applied to deliverables.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Other Direct Cost
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN has two subCLINs. The first subCLIN is for General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. This subCLIN shall not contain travel costs. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The second subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No fee of any type shall be applied to travel.

The costs associated with this CLIN will be identified specifically under each FFP task order

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AA		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION General ODCs
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004AB		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION Travel
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No profit of any type shall be applied to travel.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

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	<p>Program Operations Support FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN 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 profit. Subcontractor costs shall be included in CLIN 0001. FOB: Destination</p>				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	<p>Accession Funds FFP To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN shall account for the payments to the recruiting assistant, the contractor cost of any kind associated with payment to the RA, and any premium payment adjustment premiums (e.g. special circumstances such as deployment near-term and locality). FOB: Destination</p>				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Deliverables
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN includes the items the contractor is responsible for creating, presenting, and submitting to the Government in accordance with the contract's Section F - Deliverables. No profit of any type shall be applied to deliverables.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION

Other Direct Cost
FFP

To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This CLIN has two subCLINs. The first subCLIN is for General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. This subCLIN shall not contain travel costs. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The second subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No fee of any type shall be applied to travel.

The costs associated with this CLIN will be identified specifically under each FFP task order

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AA		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION General ODCs
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. General costs that will consist of materials, equipment, supplies, and any other costs that are directly chargeable to this contract to perform the contractor's PWS. Also, ad hoc deliverables and activities not included elsewhere in this contract shall be included in this subCLIN.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004AB		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION Travel
FFP
To provide Non-personal Guard Recruiting Assistance Program (G-RAP) Services. See PWS for more information. This subCLIN is for Travel costs. All travel in support of this contract will be in accordance with the Joint Travel Regulations (JTR). No profit of any type shall be applied to travel.

The costs associated with this subCLIN will be identified specifically under each FFP task order.

FOB: Destination

MAX NET AMT	UNDEFINED
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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	472,500,000.00	\$472,500,000.00

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
1,000.00	\$1,000.00	50,000,000.00	\$50,000,000.00

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
2004AA		\$		\$
3004AA		\$		\$
4004AB		\$		\$
4004AA		\$		\$
0001		\$		\$
0002		\$		\$

0004	\$	\$
0004AB	\$	\$
1004AB	\$	\$
0003	\$	\$
0004AA	\$	\$
1004AA	\$	\$
2004AB	\$	\$
3004AB	\$	\$
2003	\$	\$
3001	\$	\$
3003	\$	\$
4001	\$	\$
4002	\$	\$
4004	\$	\$
4003	\$	\$
1002	\$	\$
1004	\$	\$
1001	\$	\$
1003	\$	\$
2001	\$	\$
2002	\$	\$
2004	\$	\$
3002	\$	\$
3004	\$	\$

PRICING TABLES

CLIN Price Tables

The following tables shall be used to provide the monthly recurring cost for each CLIN/subCLIN which will be incorporated into the contract.

Table 1
CLIN 0001 – Program Operations Support
Monthly Recurring Cost by Period

		Month												
CLIN	Period of Performance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0001	Task Order													

Table 2
CLIN 0002 – Accession Funds
Monthly Recurring Cost by Period

		Month												
CLIN	Period of Performance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0002	Task Order													

CLIN 0003 – Deliverables
Cost by Period

CLIN	Period of Performance	Deliverable	Due Date	Price
0003	Task Order			

Table 4
CLIN 0004 – Other Direct Costs
Monthly Recurring Cost by Period

		Month												
CLIN	Period of Performance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0004	Task Order													

Note: SubCLINs AA and AB roll up to CLIN 0004 above.

Table 4A
SubCLIN 0004AA – General Costs
Monthly Recurring Cost by Period

		Month												
SubCLIN	Period of Performance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0004AA	Task Order													

Table 4B
SubCLIN 0004AB – Travel Costs
Monthly Recurring Cost by Period

		Month												
SubCLIN	Period of Performance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0004AB	Task Order													

Table 5
Total Cost Summary by Periods of Performance

CLIN	Task Order
CLIN 0001	
CLIN 0002	
CLIN 0003	
CLIN 0004	
SubCLIN 0004AA	
SubCLIN 0004AB	
<i>Total</i>	

Grand Total

Table 6
Labor Categories and Rates

Labor Category	Task Order Rates

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

The performance work statement is in attachment 1. The Docupak Proposal dated 30 March 2007

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	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
1001	Origin	Government	Origin	Government
1002	Origin	Government	Origin	Government
1003	Origin	Government	Origin	Government
1004	Origin	Government	Origin	Government
1004AA	Origin	Government	Origin	Government
1004AB	Origin	Government	Origin	Government
2001	Origin	Government	Origin	Government
2002	Origin	Government	Origin	Government
2003	Origin	Government	Origin	Government
2004	Origin	Government	Origin	Government
2004AA	Origin	Government	Origin	Government
2004AB	Origin	Government	Origin	Government
3001	Origin	Government	Origin	Government
3002	Origin	Government	Origin	Government
3003	Origin	Government	Origin	Government
3004	Origin	Government	Origin	Government
3004AA	Origin	Government	Origin	Government
3004AB	Origin	Government	Origin	Government
4001	Origin	Government	Origin	Government
4002	Origin	Government	Origin	Government
4003	Origin	Government	Origin	Government
4004	Origin	Government	Origin	Government
4004AA	Origin	Government	Origin	Government
4004AB	Origin	Government	Origin	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 28-JUN-2007 TO 27-JUN-2008	N/A	N/A FOB: Destination	
0002	POP 28-JUN-2007 TO 27-JUN-2008	N/A	N/A FOB: Destination	
0003	POP 28-JUN-2007 TO 27-JUN-2008	N/A	N/A FOB: Destination	
0004	POP 28-JUN-2007 TO 27-JUN-2008	N/A	N/A FOB: Destination	
0004AA	POP 28-JUN-2007 TO 27-JUN-2008	N/A	N/A FOB: Destination	
0004AB	POP 28-JUN-2007 TO 27-JUN-2008	N/A	N/A FOB: Destination	
1001	POP 28-JUN-2008 TO 27-JUN-2009	N/A	N/A FOB: Destination	
1002	POP 28-JUN-2008 TO 27-JUN-2009	N/A	N/A FOB: Destination	
1003	POP 28-JUN-2008 TO 27-JUN-2009	N/A	N/A FOB: Destination	
1004	POP 28-JUN-2008 TO 29-JUN-2009	N/A	N/A FOB: Destination	
1004AA	POP 28-JUN-2008 TO 27-JUN-2009	N/A	N/A FOB: Destination	
1004AB	POP 28-JUN-2008 TO 27-JUN-2009	N/A	N/A FOB: Destination	
2001	POP 28-JUN-2009 TO 27-JUN-2010	N/A	N/A FOB: Destination	
2002	POP 28-JUN-2009 TO 27-JUN-2010	N/A	N/A FOB: Destination	
2003	POP 28-JUN-2009 TO 27-JUN-2010	N/A	N/A FOB: Destination	

2004	POP 28-JUN-2009 TO 27-JUN-2010	N/A	N/A FOB: Destination
2004AA	POP 28-JUN-2009 TO 27-JUN-2010	N/A	N/A FOB: Destination
2004AB	POP 28-JUN-2009 TO 27-JUN-2010	N/A	N/A FOB: Destination
3001	POP 28-JUN-2010 TO 27-JUN-2011	N/A	N/A FOB: Destination
3002	POP 28-JUN-2010 TO 27-JUN-2011	N/A	N/A FOB: Destination
3003	POP 28-JUN-2010 TO 27-JUN-2011	N/A	N/A FOB: Destination
3004	POP 28-JUN-2010 TO 27-JUN-2011	N/A	N/A FOB: Destination
3004AA	POP 28-JUN-2010 TO 27-JUN-2011	N/A	N/A FOB: Destination
3004AB	POP 28-JUN-2010 TO 27-JUN-2011	N/A	N/A FOB: Destination
4001	POP 28-JUN-2011 TO 27-JUN-2012	N/A	N/A FOB: Destination
4002	POP 28-JUN-2011 TO 27-JUN-2012	N/A	N/A FOB: Destination
4003	POP 28-JUN-2011 TO 27-JUN-2012	N/A	N/A FOB: Destination
4004	POP 28-JUN-2011 TO 27-JUN-2012	N/A	N/A FOB: Destination
4004AA	POP 28-JUN-2011 TO 27-JUN-2012	N/A	N/A FOB: Destination
4004AB	POP 28-JUN-2011 TO 27-JUN-2012	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

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

DELIVERABLES

F.1 Budget and Cost Reports

This section describes required deliverables. The tables provided in section F.5 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.

F.1.1 Ad-Hoc Reports

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

F.1.2 Annual Budget Summary

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 and Quarterly Budget 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.

F.1.3 Monthly Invoice Supporting Data Report

The monthly itemized supporting data 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 CLIN-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 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.

F.1.4 Quarterly Budget Report

Compares budgeted and actual spending for Recruiting Assistant (RA) program activities for the quarter. The report must show a break-out at the State and US Territory level, as well as the Federal Emergency Management Agency (FEMA) Regional and National level. Included are funds remaining, actual burn rates, and projections of future burn rates.

F.1.5 Recruiting assistant Payment Analysis Report

This document provides details and analysis of the month's RA Payments. Provide information about the funds distributed to RAs to include the payments total during the reporting period and a breakout of payments made by Military Occupational Specialty (MOS), by the qualifications and skill sets of the potential soldiers credited to the RAs.

F.1.6 Semi-Annual Budget Summary

Summary of previous six months invoices. Includes supporting data, clarifications, and explanations.

F.2 Information Technology Deliverables

F.2.1 Guard-Recruiting Assistant Program Database Disaster Recovery Configuration Report

This includes an inventory of any commercial, off-the-shelf products, custom code and their configuration used to establish the database and produce reports.

F.2.2 Database Disaster Recovery Data

The database must be able to be restored from complete backups that were created using the Database Management System offline backup facility. This facility shall provide a complete backup of all data, log, and control files, and shall allow restoration of the customized database (including the data, structure of the data, and reports), in the event of disaster.

F.2.3 Operational Database Design, Description, and Configuration Documentation

Overview of approach to constructing the program database. This includes the use of Commercial-Off-the-Shelf products, levels of customized programming, incorporation of reporting software, and timeframe of implementation. This database shall track the activities and status of the Recruiting Assistants, the Potential Soldier leads by RA, and any other data required by the contractor to administer the program.

F.3 Performance Reports

F.3.1 Ad-Hoc Reports

Unplanned reporting to support Command, Congressional, DoD, or other information requests.

F.3.2 Recruiting Assistant Demographic and Productivity Report

This document provides a detailed analysis of the month's RA demographics by all critical demographic factors coupled with reporting on all important goals broken out by but not limited to soldier type, activity levels, recruiter performance, region, and state. In addition, this document provides details, analysis, and trends of RA productivity. Includes recommendations and analysis for improvement.

F.3.3 RA Summary Activity Report

This daily document provides a daily summary of the current number of RAs, the number of daily accessions, and the number of potential soldiers being tracked in 'the pipeline'. This report must be automatically transmitted to an e-mail distribution list, to be specified by the Government, at 4:00 PM each working day. At minimum, the RA Summary Activity Report must contain an information summary by stating:

- Number of Potential Soldiers – this number is a roll up of information provided by the RAs and collected by the contractor
- Number of Potential Soldiers that have scheduled a visit with an RRNCO – this number is a roll up of information provided by the RAs and collected by the contractor
- Number of Potential Soldiers that actually met with an RRNCO – this number is a roll up of information provided by the RAs and collected by the contractor
- Number of Potential Soldiers who have been disqualified by the RRNCO – this number is a roll up of information provided by the Government* as well as information provided by the contractor
- Number of Potential Soldiers that require a waiver prior to being further processed – this number is a roll up of information provided by the Government* as well as information provided by the contractor
- Number of Potential Soldiers with undecided status – this number is a roll up of information provided by the Government* as well as information provided by the contractor
- Number of Potential Soldiers that have scheduled a physical examination (MEPS) – this number is a roll up of information provided by the Government* as well as information provided by the contractor
- Number of Potential Soldiers (with no prior military service (NPS)) that have signed an accession contract – this number is a roll up of information provided by the Government* as well as information provided by the contractor
- Number of Potential Soldiers (with prior military experience) that have signed an accession contract – this number is a roll up of information provided by the Government* as well as information provided by the contractor
- Number of NPS Potential Soldiers who shipped to basic training – this number is a roll up of information provided by the Government* as well as information provided by the contractor

* The Army Recruiter Information Support System (ARISS) and Standard Installation Division Personnel Reporting System (SIDPRS) systems are used to validate accessions. ARISS data is used to verify that a Potential Soldier has signed an enlistment contract, and SIDPRS data is used to verify that they have shipped to

Basic Training. On a regularly scheduled basis, the Government will send the contractor excerpted data files from ARISS and/or SIDPRS and/or other appropriate Government databases that the Contractor may use to prepare invoices documenting successful accessions.

In addition, the contractor shall summarize (by State) daily statistics about the number and status of RAs. The minimum required information is:

- Number of active RAs – defined as those able to actively engage in recruiting activities. Generally, this means that RA is not mobilized and is not currently fulfilling his or her obligations to the Guard. Partially, this information will need to be extracted from Government database sources.
- Number of potential RAs who submitted an application
- Number RAs in training
- Percentage of Authorized Force that is actively involved in RA activities – Partially, this information will need to be extracted from Government database sources.

F.4 Program Plans And Manuals

F.4.1 Information Security Plan

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

F.4.2 Program Management Plan

This plan describes oversight, staffing, risk management, contingency, production and procedures as defined by the offeror's best commercial practices and applied across the offeror's corporate organization. This plan would include corporate certifications and accreditations. G-RAP specific operations must be discussed in the offeror's proposal Volumes I and III, in accordance with the other instructions contained within the RFP.

F.4.3 Quality Control Plan

Describes contractor's processes and procedures to ensure adherence to best practices, established quality goals, and Government standards.

F.4.4 Draft Quality Assurance Surveillance Plan

Required as per FAR Subpart 37.6 Performance Based Contracting.

F.4.5 RA Training Materials

Description of background, guidance, processes and procedures, motivational materials, and brochures for Recruiting Assistants.

F.4.6 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.

F.4.7 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 subcontractors that are certified as small businesses. Also identifies and provides pertinent information regarding teaming partners to include address, ownership responsibilities, skills, management approach, roles, and reporting relationships.

F.5 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.

DELIVERABLES

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

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Ad-Hoc Reports	1.1	Mutually agreed dates	As directed by the Government	Softcopy, Hardcopy
2	Annual Budget Summary	1.2	Within 10 business days after the end of the Federal Government fiscal year	As directed by the Government	Softcopy, Hardcopy
3	Monthly Invoice Supporting Data Report	1.3	Monthly with Invoice to enable payment	With each invoice	Softcopy, Hardcopy
4	Quarterly Budget Report	1.4	Within 10 business days following the end of each Federal Government fiscal year quarter.		Softcopy, Hardcopy
5	Recruiting assistant (RA) Payment Analysis Report	1.5	Monthly	As directed by the Government	Softcopy, Hardcopy
6	Semi-Annual Budget Summary	1.6	Within 20 business days after the end of mid Federal Government fiscal year	As directed by the Government	Softcopy, Hardcopy

Table F-2. Deliverables That Are Related To Disaster Recovery

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	G-RAP Database Disaster Recovery Configuration Report	2.1	Delivered last day of each month		Softcopy
2	G-RAP Database Disaster Recovery Data	2.2	Delivered last day of each month		Softcopy
3	G-RAP Operational Database Design, Description, And Configuration Documentation	2.3	At delivery of operational database	Semi annually and in response to support requests for needed upgrades and technology refreshment.	Softcopy, Hardcopy

Table F-3. Deliverables That Are Performance Reports

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Ad-Hoc Reports	3.1	Mutually agreed dates	As directed by the Government	Softcopy, Hardcopy
2	Recruiting assistant Demographic and Productivity Report	3.2	Monthly	As directed by the Government	Softcopy, Hardcopy
3	Recruiting assistant Summary Activity Report	3.3	Daily	As directed by the Government	Softcopy

Table F-4. Deliverables That Are Program Plans and Manuals

	ITEM	FOR DETAILS SEE SECTION	SUBMISSION REQUIREMENTS	REVISIONS REQUIRED	MEDIUM
1	Information Security Plan	4.1	30 days after contact award.	Annually or as circumstances require	Softcopy, Hardcopy
2	Program Management Plan	4.2	Draft including approach with proposal. Then final version 30 days after contact award.	As changes require or as directed by the Government	Softcopy, Hardcopy
3	Quality Control Plan	4.3	Included with Offeror proposal.	As changes require or as directed by the Government	Softcopy, Hardcopy
4	Draft Quality Assurance Surveillance Plan	4.4	Included with Offeror proposal.	As changes require or as directed by the Government	Softcopy, Hardcopy
5	Recruiting Assistant Training Materials	4.5	Within 30 days after contact award	As changes require or as directed by the Government	Softcopy, Hardcopy
6	Security Plan	4.6	30 days after contact award.	Annually or as circumstances require or as directed by the Government	Softcopy, Hardcopy
7	Small Business Subcontracting Plan	4.7	Included with Offeror proposal.	Periodically as circumstances require or as requested by the Government to establish compliance in accordance with FAR 19.7.	Softcopy, Hardcopy

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: Issued at Task Order Level
AMOUNT: \$0.00
CIN 00000000000000000000000000000000: \$0.00

CONTRACT ADMINISTRATION

G1. CONTRACTING OFFICE (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: Kathryn.McHenry@ngb.ang.af.mil

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. (See Section C, Key Personnel).

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 At this time Wide Area Work Flow (WAWF) is not the way submission method for invoices. The DD 250 and invoice that is filled out by the contractor goes through the COR for submission to DFAS. 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 Fixed-Price TO. 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:

- Fixed-price in accordance with the payment schedule of the individual TO

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).

Section H - Special Contract Requirements

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

The purpose of this performance-based Indefinite Delivery, Indefinite Quantity (IDIQ) contract is to provide a single award contract to a contractor capable of providing management, supervision, personnel, material and equipment to plan, create, design, produce, place, evaluate and measure the effectiveness of the Guard Recruiting Assistance Program (G-RAP). G-RAP is an ongoing successful program that is currently supporting Recruiting and Retention Non-Commissioned Officers (RRNCOs) in their mission to maintain the National Guard's congressionally authorized end-strength. The effectiveness in meeting its objectives will be demonstrated through the use of required Army National Guard metrics as well as additional performance metrics proposed by the offerors.

This G-RAP contract currently supports the Army National Guard and Air National Guard Directorates. However the contractor must recognize the possibility that it may be expanded to encompass recruiting services in support of other Department of Defense agencies. 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 contract amount is an estimated \$472.5 million 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 SAFEGUARDING OF INFORMATION

The Government expects that 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, 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

The Government will use its own personnel tracking system to verify accessions through the G-RAP program for payment. The Army Recruiter Information Support System (ARISS) and Standard Installation Division Personnel Reporting System (SIDPERS) systems are currently used to validate accessions. ARISS data is used to verify that a Potential Soldier has signed an enlistment contract, and SIDPERS data is used to verify that they have shipped to Basic Training. On a regularly scheduled basis, the Government will send the contractor excerpted data files from ARISS and/or SIDPERS and/or other appropriate Government databases that the contractor may use to prepare invoices documenting successful accessions.

The Government will provide the contractor with the appropriate email address and network accounts as well as licenses for any Government-dictated systems.

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, Subcontractor Plan, Small Business Plan, Quality Control Plan, and Quality Assurance Surveillance Plan. (See the Section F - Deliverables for details).
- Notify ARNG in the event that a computer virus or virus-like activity is detected at the contractor facility.
- Notify ARNG 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 ARNG and/or its representatives.

The ARNG 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 Assistants, materials used to raise program awareness, or any other multimedia materials used to represent the G-RAP. Any G-RAP marketing materials to be provided for under any Government issued Task Order must be approved by the NGB Contracting Office.

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 KEY PERSONNEL

- (a) The Government has identified the Program Manager, and the Deputy Program Manager as "key" personnel within any Program Management Office. Additionally, for the G-RAP program the Government expects that there will be "key" skilled individuals who can provide market analysis, statistical analysis and

presentation of program results, Information Technology (IT) infrastructure management, Recruiting Assistant (RA) support and communications.

- (b) The contractor proposes using the format shown for labor categories and names for key personnel:

LABOR CATEGORY	NAME
Program Manager	
Deputy Program Manager	
Others as Defined by the Contractor	

[Program Manager, Deputy Program Manager, and other key personnel labor categories and names to be inserted by Offeror at proposal submission.]

- (c) The contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the contractor agrees to assign to this contract those key persons whose résumés were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
- (d) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete résumé of the proposed substitute; and
 - (3) Any other information requested by the Contracting Officer to enable him to judge whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (e) In the event a task order requires increased key personnel, the contractor shall submit to the Contracting Officer a written request for approval for additional personnel for specified discipline(s) for a specified time. 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.

- (f) The Contracting Officer will evaluate requests for substitutes or additional key personnel and will promptly notify the contractor in writing as to approval or disapproval.
- (g) 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 Contracting Officer may terminate the task order.

H.12 CONTRACT TYPE

The contract type is Firm Fixed Priced (FFP), with all CLINs being FFP, IDIQ.

H.13 FFP TRAVEL

- (a) Travel will be set forth in the contract or each individual task order, as applicable. Unauthorized travel will be neither allowed nor allocated to this contract. No fee of any type shall be applied to travel. (b) Per diem and travel rates shall not exceed the amounts authorized by the provisions of the Joint Travel Regulations
- (b) (<https://secureapp2.hqda.pentagon.mil/perdiem/>). Airfare shall be the prevailing rates for commercial airlines at tourist class unless a deviation is authorized by the Contracting Officer. When required, the most reasonable means of ground transportation (i.e., taxi, bus, car rental) shall be used.

H.14 MONTHLY INVOICES

Invoices and supporting documentation shall be submitted by the contractor on a monthly basis. The Government reserves the right to either reject in its entirety or short pay invoices with inaccuracies.

More detailed invoice submission documentation requirements shall be stated in the task order by the Government at the time of task order award. Monthly invoices shall be supported by a monthly report as specified in Section F of the contract and will be subject to the review and approval of the Contracting Officer or authorized representative, prior to payment.

H.15 NONPAYMENT 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.16 TRAINING

The Government's policy is to select contractors for their knowledge and expertise in a 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 "ARNG-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 ARNG information system security training before gaining access to an ARNG system and must successfully complete recurring information system security training as prescribed.
- (c) The ARNG may provide other training on a space available basis when the contractor agrees to reimburse the Government.
- (d) On a limited basis, the ARNG may pay for training when it is deemed appropriate to do so and when authorized in writing by the Contracting Officer.

The contractor shall not charge the Government for the employee's time while attending training.

H.17 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.18 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.19 PERFORMANCE-BASED SERVICES CONTRACTING

Pursuant to Federal Acquisition Regulation (FAR) Subpart 37.6, Performance-Based Services Contracting (PBSC) techniques will be applied to task orders issued under this contract to the maximum extent practicable.

H.20 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 G-RAP contractor will have access to the evaluation information. The G-RAP 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.

H.21 ADVERTISING OF AWARD

The contractor shall not allow the existence of this contract or the names, phone numbers, or other personal information or images of Government employees involved in this contract and subsequent task orders, to be used for publicity or advertising purposes. Further, no article, book, pamphlet, recording, broadcast, speech, television appearance, diagrams/drawings, and/or film (which the above 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 NGB 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.22 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.23 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.24 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 Guard Recruiting Assistant Program (G-RAP) 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.25 ORDERING (FAR 52.216-18) (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the contract. Such orders may be issued from date of contract award through expiration of the contract.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, a 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 contract.

H.26 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, including as necessary a Task Order Form as described in Section J attachment 2, 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. Estimated cost of material, 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)
 - d. Schedule for performance
 - e. Other Direct Costs (supported by a detailed breakout)
- (c) Acceptance of Task 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 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 Amendments to Existing Task Orders: The Contracting Officer may, at the Government's discretion, demand expedited task order responses for adjustments to the Task Order Form in as little as 1 business day.

H.27 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

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
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
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	MAR 1998
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 the NGB PARC Office and shall not be binding until so approved.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(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. 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 (NOV 2006)

(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.

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

- (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (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)(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.
- (11) 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).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 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).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 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).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(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)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 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).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 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)).

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

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

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

X (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(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.).

(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 (April 2002) (E.O. 11246).

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 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 \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

(3) A series of orders from the same ordering office within 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 end of the contract period of performance.

(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.

(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.farsite.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 deviation 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 (JAN 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, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

- (4) X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) X 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 (NOV 2006) (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 (OCT 2006) (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) X 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 (MAY 2006) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) 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)

MANPOWER INFORMATION

MAN POWER

SUBJECT: IMPLEMENTATION OF FFICE OF THE ASSISTANT SECREATARY 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.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1

This attachment is incorporating Small Business Subcontracting Plan , the Performance Work Statement , and the Performance Requirement Summary dated March 30, 2007 for G-RAP in the contract.