

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISIT

PAGE 1 of 18

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 1 December 2004	4. ORDER NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		a. NAME	b. TELEPHONE NO. (No collect calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY ONLY CORRESPONDENCE MAILED VIA THE U.S. POSTAL SERVICE SHOULD BE ADDRESSED TO: Washington, D.C. 20505	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SECTION A -PAGE 2		16. ADMINISTERED BY Technical POC:	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TMP Worldwide, Inc. 8280 Greensboro Drive, Suite 900 McLean, VA 22102		Washington, DC 20505		

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Page 2					
(Attach Additional Sheets as Necessary)					

APPROVED FOR RELEASE
DATE: 10-13-2009

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>01</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR X	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) X	30c. DATE SIGNED X
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) f	31c. DATE SIGNED 11/4/05

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER <input type="checkbox"/> PARTIAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE	32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	40. PAID BY
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	42c. DATE REC'D (Y/M/D)
		42d. TOTAL CONTAINERS	

SECTION A - SOLICITATION/CONTRACT FORM

A.1 [REDACTED] Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 [REDACTED] Type and Scope of Contract (IDIQ) (OCT 2003)

(a) This is an **indefinite-delivery/indefinite-quantity (IDIQ) contract**, as identified under Federal Acquisition Regulation (FAR) 16.504. Requirements will be placed under this contract through Firm Fixed Price (FFP) task orders. The minimum and maximum quantity of services to be purchased under this IDIQ contract are set forth below.

(1) Total minimum quantity of services to be purchased under this IDIQ contract shall be [REDACTED]

(2) Total maximum quantity of services to be purchased under this IDIQ contract shall be [REDACTED]

(b) The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically to be provided by the Government) and do all things necessary and incident to the completion of the contractual effort in accordance with Section C, Statement of Work (SOW) and the applicable task order SOW.

(c) Clauses Applicable to Firm Fixed Price (FFP) Task Orders: At a minimum, the following paragraphs shall be applicable to all FIRM FIXED PRICE (FFP) Task Orders issued under this contract, unless otherwise specified in an individual task order. Additional requirements may be specified in each task order. Full text is available as an attachment to the contract.

[REDACTED] **Type of Contract and Consideration (FFP) (OCT 2003)**
Scope of Contract (Statement of Work) (OCT 2003)
Period of Performance (AUG 1996)

B.2 Pricing

Pricing in accordance with attached Pricing Matrix dated 17 December 2004.
See Attachment J-2: TMP Worldwide, Inc. Schedule of Fixed Pricing Matrix

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 [REDACTED] Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled "**STATEMENT OF WORK, HUMAN RESOURCE MANAGEMENT – ADVERTISING**" dated **July 2004**, which is incorporated by reference or attached hereto, is made a part of this contract.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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://www.arnet.gov/far/>

<http://www-far.npr.gov/References/References.html>

52.246-2 Inspection of Supplies - Fixed-Price. AUG 1996

52.246-4 Inspection of Services - Fixed-Price. AUG 1996

E.2 Inspection and Acceptance at Destination (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 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://www.arnet.gov/far/>

<http://www-far.npr.gov/References/References.html>

52.242-15 Stop-Work Order. AUG 1989

F.2 Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F.3 Period of Performance (AUG 1996)

The period of performance of base IDIQ shall be from **01 December 2004 to 30 November 2005**.

The period of performance of Option Period One of the IDIQ shall be from **01 December 2005 to 30 November 2006**.

The period of performance of Option Period Two of the IDIQ shall be from **01 December 2006 to 30 November 2007**.

The period of performance of Option Period Three of the IDIQ shall be from **01 December 2007 to 30 November 2008**.

The period of performance of Option Period Four of the IDIQ shall be from **01 December 2008 to 30 November 2009**.

F.4 [REDACTED] Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Contractor's facility located at:

**TMP Worldwide, Inc.
8280 Greensboro Drive
Suite 900
McLean, VA 22102**

F.5 [REDACTED] Contract Status Report (DEC 2001)

Monthly contract status reports shall be submitted in **faxed only** copies to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

* Contractor's format acceptable.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 [REDACTED] Settlement - Fixed Price Services (FEB 2002)

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (Three (3) copies required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)
- (c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)
- (e) Copy of Final Invoice submitted to the Payment Office (One (1) copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G.2 [REDACTED] Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)

(a) Contractors may mail invoices to the following payment office:



Washington, DC 20505.

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.



(b) The payment periods designated in the FAR clauses for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper invoice must include:

(1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.

(2) Contract, purchase order, or delivery order number. The Government cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.

(3) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).

(4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).

(5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Government shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. The Contractor may make inquiries regarding invoices to the payment office on [REDACTED]

G.3 [REDACTED] Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to

assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) Designation: The individual identified below is authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name Telephone No.

[redacted]

(c) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

G.4 [redacted] Novation/Change-of-Name Notification Requirement (MAR 2004)

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

[redacted]
[redacted]

Washington, DC 20505

Unclassified Fax: [redacted]

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not

perform.

G.5 Government Property (Scheduled) (MAR 2004)

(a) The following clause is incorporated by reference:

52.245-2 Government Property (Fixed Price Contracts)

52.245-4 Government-Furnished Property (Short Form)

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts.)

(b) Under the FAR clause referenced above, the Government shall deliver to the Contractor the property identified below for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer:

The Government will provide the current version art and all related art to the prospective vendor. Current version art is the art that the incumbent has developed with the Government and which is used to update advertising instead of creating new artwork every time an order is placed.

(c) The Contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

(d) When deemed necessary, a representative of the Contracting Officer will be present to inspect the condition of the property before packaging thereof for return to the Government. In order to accommodate this inspection requirement, the Contractor shall provide the Contracting Officer with at least 24 hours' prior notice so that personnel may be assigned for these examinations.

(e) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(f) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

(g) At the completion of the Annual Inventory exercise, the Contractor shall submit the completed inventory to the COTR for validation and verification. The Contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Property Administrator.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during

performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number

H.2 Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but, is not limited to, the use of the terms or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H.3 Security Requirements - Software Certification (JUN 1998)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

(1) using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

(2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H.4 Prohibition Against Recruiting in Agency Facilities (AUG 2004)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further

access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H.5 Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K, which has been completed and submitted with Contractor's proposal dated 29 October 2004 is incorporated herein by reference and made a part of this contract.

H.6 Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications
- (6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

H.7 Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
<input type="text"/>	

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H.8 Contractor Performance Evaluation (MAR 2004)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H.9 Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H.10 Changes Requiring No Equitable Adjustment (MAR 2004)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

H.11 [REDACTED] Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

H.12 [REDACTED] Engineering Change Proposals (MAR 2004)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price of the engineering change is \$550,000 or more, the Contractor shall submit

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,

(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

SECTION I - CONTRACT CLAUSES

I.1 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://www.arnet.gov/far/>

<http://www-far.npr.gov/References/References.html>

- 52.202-1 Definitions. JUL 2004
- 52.203-3 Gratuities. APR 1984
- 52.203-5 Covenant Against Contingent Fees. APR 1984
- 52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995
- 52.203-7 Anti-Kickback Procedures. JUL 1995
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 2003
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors

	Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-14	Integrity of Unit Prices.	OCT 1997
52.217-2	Cancellation Under Multi-year Contracts.	OCT 1997
52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-9	Small Business Subcontracting Plan.	JAN 2002
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-3	Convict Labor.	JUN 2003
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.227-1	Authorization and Consent.	JUL 1995
52.227-14	Rights in Data - General.	JUN 1987
52.229-3	Federal, State, and Local Taxes.	APR 2003
52.230-2	Cost Accounting Standards.	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	NOV 1999
52.232-17	Interest.	JUN 1996
52.232-25	Prompt payment.	OCT 2003
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration.	MAY 1999
52.233-1	Disputes.	JUL 2002
52.233-3	Protest after Award.	AUG 1996
52.242-13	Bankruptcy.	JUL 1995
52.243-1	Changes - Fixed-Price.	AUG 1987
52.244-6	Subcontracts for Commercial Items. (JUL 2004	
52.245-2	Government Property (Fixed-Price Contracts).	MAY 2004
52.246-23	Limitation of Liability.	FEB 1997
52.246-25	Limitation of Liability - Services.	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984

I.2 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 **01 December 2004 to 30 November 2005**.

(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.

I.3 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 **\$500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of

(2) Any order for a combination of items in excess of

(3) A series of orders from the same ordering office within **two (2)** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 **two (2)** 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.

I.4 52.216-22 Indefinite Quantity. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **30 November 2005**.

I.5 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 **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.6 Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I.7 Organizational Conflicts Of Interest: General (JUL 2003)

(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.

(e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.

(f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications, as Government deems appropriate.

I.8 Audit and Records – Negotiation (FEB 2002)

(a) The appropriate audit representative of the United States, the Contracting Officer or an authorized representative of the Contracting Officer shall, until three years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), have access to and the right to examine any of the Contractor's books, documents, progress or other records involving transactions directly related to this contract.

(b) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (b), in all subcontracts under this contract that exceed the simplified acquisition threshold, and:

(1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these; or

(2) for which cost or pricing data are required.

(c) The period of audit and examination in paragraph (a) of this clause shall be extended until resolution of any disputes or litigation arising under or related to this contract, and until settlement of any questioned costs.

I.9 Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

(d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

I.10 Equal Employment Opportunity (JAN 2004)

(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I.11 Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I.12 Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

I.13 Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

SECTION J - LIST OF ATTACHMENTS

J-1. Statement of Work (4 pgs.)

J-2. Pricing Matrix (1 pg.)

J-3. Full text of Task Order Clauses listed under B.1 Type and Scope of Contract (IDIQ) (OCT 2003) (1 pg.)

July 2004

STATEMENT OF WORK

HUMAN RESOURCE MANAGEMENT - ADVERTISING

1.0 INTRODUCTION

This Statement of Work (SOW) describes the advertising requirements of the Recruitment Center (RC) and tentatively for the [REDACTED]. It is anticipated the U.S. Government (USG) will issue an Indefinite Delivery Indefinite Quantity (IDIQ) Contract for this effort.

1.1 Program Background

The USG has a continuing requirement to recruit qualified individuals to fill a variety of positions in a complex and sensitive environment. To this end, advertising and marketing and image branding plays a unique and critical role. It is necessary to reach, as effectively as possible, the best and most culturally diverse talent available in a wide range of disciplines. Aside from the standard forms of media coverage, image branding the CIA as an employer of choice is an ongoing recruitment effort.

This effort is a year-round programmed approach concentrating on the fluctuating needs of the USG in conjunction with recognized government ceilings. The Contractor must have daily communication and weekly meetings with the USG in order to be fully responsive to timing and placement of advertising and marketing campaigns.

The scope of the effort specified by this SOW is to provide advertising and marketing services as well as image branding requirements in accordance with the instructions outlined. Specific tasks shall be based on the work associated with the advertising and marketing requirements specified.

2.0 PERIOD OF PERFORMANCE

The anticipated period of performance for this effort is 01 December 2004 through 30 November 2005 with four 1-year options.



3.0 TASKING

The contractor shall designate a senior officer having a wide range of recruitment advertising and marketing experience to serve as the focal point for the Government account. In addition, the contractor shall make available a team of at least three or more account representatives having similar experience as the senior officer, to serve as additional points of contacts working on this overall effort. The designated senior officer shall act only upon a written order given by the Administrative Contracting Officer (ACO) The Contractor will furnish all incidental and related services, and all material and labor for the preparation and placement of advertisements, as directed by the ACO, to include the following services.

The contractor shall also be available for daily communication with the COTR as well as be available for weekly meetings to ensure ongoing integrity of advertising, marketing and image branding campaigns.

- 3.1 Develop advertising campaigns for print and Internet. Campaign developments will include but not be limited to layout, storyboards, online concepts, copy and recruitment literature for approval by the RC. Agency printing and production facilities will be used to produce volume material and to integrate changes to the web site. Contractor may be requested on case-by-case basis to produce some printed material including, but not limited to posters, advertising, display boards, etc., and should have a reliable printing firm at their disposal that can produce these materials on both short term and long term basis.
- 3.2 Develop image branding campaigns to promote USG/CIA as employer of choice to include but not limited to radio, television, and print; event planning, sponsorships, minority and community outreach. The contractor shall do this using all resources available including but not limited to conducting online surveys, focus groups, etc., as required.
 - 3.2.1 Insert approved advertising in media such as newspapers, magazines, select websites, technical journals and special publications as well as radio and television when required. This will include preparing and placing space and frequency orders with media as well as supervising the transmittal of copy, plates, mats, film, etc. to the media for publication.
 - 3.2.2 Contractor shall also provide recommendations of marketing and display material in conjunction with overall advertising and marketing campaigns as related to image branding efforts of the Agency. Contractor will work with vendors on behalf of the USG as necessary.

- 3.3 Research media options and recommend appropriate media outlets on the basis of demographic data, readership numbers, etc., and any other research as may be required, such as minority demographics by occupation. This shall be done on an ongoing basis by the Contractor. Contractor will be required to be proactive in taking the initiative to research and identify advertising in a variety of media sources and venues on a continual basis throughout the period of this contract.
- 3.4 Develop an online recruitment strategy and roadmap that migrates CIA practices towards a best practice environment with the website as a central component. Maintain the CIA employer brand with a focus on attracting and retaining top talent through interactive solutions.

Assess feasibility and logistics associated with implementation of recruitment technology such as various candidate assessment tools, need and ability to offer anonymity to candidates during initial job application process, to include candidate relationship communications.

Perform design updates for the web site to include, building out the content to highlight Diversity and other to-be determined content that will evolve out of survey feedback.

- 3.5 Research and recommend on an ongoing basis, organizations and community outreach efforts that the USG can partner with in promoting the Agency as an employer of choice. When necessary, and at the request of the USG, contractor may be required to contact these organizations on behalf of the USG.
- 3.6 Maintain accounting records by task order/by month and make payments to all media.

4.0 DELIVERABLES

4.1 As Specified by Each Task

4.2 Monthly Status Report

Contractor shall submit a Monthly Status Report to the ACO within the first 10 days of every month. It should include for each task order the following information:

- 4.2.1 Job Number
- 4.2.2 Estimate Description
- 4.2.3 Date Estimate Sent

- 4.2.4 Invoice Number
- 4.2.5 Invoice Amount
- 4.2.6 Date Invoice Sent
- 4.2.7 Date Payment Received by Contractor
- 4.2.8 Committed Unbilled Production
- 4.2.9 Committed Unbilled Media
- 4.2.10 Comments - Technical/Management Issues and Concerns
- 4.2.11 Alphabetical Listing of Publications
- 4.2.12 Publication Run Date
- 4.2.13 Description of Advertisement
- 4.2.14 Type of Print
- 4.2.15 Delivery Order/Purchase Order Number
- 4.2.16 Estimated Cost
- 4.2.17 Total Cost
- 4.2.18 Months
- 4.2.19 Total Advertising Dollars

5.0 PROJECT MANAGEMENT

Contractor shall outline the staffing and organization. It also shall provide project organization, supervisory responsibilities, lines of authority, and reports control. Subcontracting or the use of consultants should explain why such an approach/use is required, and how subcontracts and consultants shall be managed. Contractor shall describe the management of project costs, scheduled personnel assignments, and reporting methods and schedules.

6.0 SECURITY RESTRICTIONS

The association of the Government with the work being performed hereunder is UNCLASSIFIED. No classified work, reports, and/or hardware are authorized to be produced or developed hereunder.

Contractor: TMP World, Inc.

Contract Number: [REDACTED]

Attachment J-2: Schedule of Fixed Pricing Matrix

Page 1 of 1

ITEM NO	DESCRIPTION SUPPLIES/SERVICES	QTY	UNIT PRICE
001	Placement of Advertisements		
002	Pickup of an existing ad		
003	Modification of existing ad		
004	Basic New Ad Production - Flat Fee (Black & White or Color Ad)		
005	4-Color Film		
006	CD Disk		
007	Services of a Contractor's coordinator to assist the COTR w/necessary administrative tasks related to this contract		
008	Cost of Living Surveys		
009	Layoff Statistics/updates		
010	Compensation Studies		
011	Media analysis/Digests		
012	Market Analysis		
013	Online Databases		
014	Demographics		
015	Geographics		
016	Cost-Per-Hire Analysis		
017	Article Reprints		
018	Media Library		
019	Staff Planning Sessions		
020	Employee Surveys		
021	Employee Input Sessions		
022	Media Plans		
023	Strategic Plans		
024	Tactical Plans		
025	On-Site Visits/Meetings		
026	Contract Proposal Support		
027	Event/Job Fair/Trade Show Calendars		
028	Editorial Schedules		
029	Ad Copywriting		
030	Preparation of Pubset Materials		
031	Proofing		
032	Coordination		
033	Placement		
034	Art Direction		
035	Design		
036	Layout		
037	Daily/Weekly Ad Schedules/Recaps		
038	Monthly/Quarterly/Yearly Reports		
039	Ad/Media Books		
040	Audit Support		
041	800# Service		
042	800# Fax for Resume Receipt		
043	Resume Handling		
044	Flexible Billing		
045	Monthly Media Update		

17 December 2004

Contractor: TMP World , Inc.

Contract Number:

Attachment J-3

Page 1 of 1

J-4 Full text of Task Order Clauses listed under B.1 Type and Scope of Contract (IDIQ) (OCT 2003)

Type of Contract and Consideration (FFP) (OCT 2003)

This is a Firm Fixed Price Contract as identified in FAR 16.202. The total price for full performance hereunder is \$TBD.

Scope of Contract (Statement of Work) (OCT 2003)

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

Period of Performance (AUG 1996)

The period of performance of this contract shall be from **1 December 2004 to 30 November 2005**.

**TMP Worldwide
Schedule of Anticiped Fixed Pricing
Central Intelligence Agency**

Description:

Pickup of an existing ad
Modification of an existing ad
Basic Production - Flat Fee
4-Color Film
CD Disk

Price

--

--



Fax

To: [redacted] **From:** [redacted]
Fax: [redacted] **Pages:** 2 (Including Cover)
Phone: [redacted] **Date:** 12/16/04
Re: Pricing **CC:** [redacted]

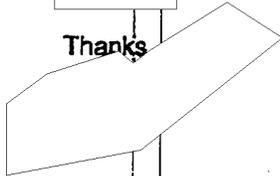
- Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**

[redacted]

Per our discussion this morning, attached please find the schedule of fixed pricing. Please contact me should you have any questions or concerns. I may be reached at [redacted] or on my cell at [redacted]

Thanks



4 Jan 05

LFMSC Contracts

FACSIMILE TRANSMITTAL

COMPANY:	TMP Worldwide, Inc.
ATTN:	<input type="text"/>
PHONE:	<input type="text"/>
FAX:	<input type="text"/>
FROM:	<input type="text"/>
ATTN:	<input type="text"/>
PHONE:	<input type="text"/>
FAX:	<input type="text"/>
DATE:	4 January 2005
PAGES INCLUDING COVER SHEET:	17
REFERENCE:	Contract No.: <input type="text"/>

Sent

FOR YOUR SIGNATURE AND IMMEDIATE RETURN VIA FAX NUMBER

AMENDMENT OF SOLICITATION AND MODIFICATION OF CONTRACT

1. CC

ST ID CODE

PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

01 December 2005

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (if other than Item 8)

CODE

Washington, D.C. 20505

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TMP Worldwide, Inc.
8280 Greensboro Drive, Suite 900
McLean, VA 22102

(4)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

01 December 2004

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA. Exercise Option Year 1 and extend Period of performance to 30 November 2006.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is X not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all items and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B.

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

2/8/06

Contractor: TMP Worldw

Contract Number: [REDACTED]

Page 2 of 2

- A. The purpose of this Modification 01 is to:
- Exercise Option Year One.
 - Extend the period of performance to 30 November 2006

B. [REDACTED] **Period of Performance (AUG 1996)**

The period of performance of base IDIQ shall be from 01 December 2004 to 30 November 2005.

The period of performance of Option Period One of the IDIQ shall be from **01 December 2005 to 30 November 2006**.

C. **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 **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

D. **All other terms and conditions of BOA [REDACTED] remain unchanged and in full force and effect**

LFINSC Contracts

FACSIMILE TRANSMITTAL

COMPANY:	TMP Worldwide, Inc.	
ATTN:		
PHONE:		
FAX:		
FROM:		
ATTN:		
PHONE:		
FAX:		
DATE:		8 February 2006
PAGES INCLUDING COVER SHEET:	3	
REFERENCE:	Contract Number: <div style="border: 1px solid black; width: 150px; height: 20px;"></div>	
	Your File Copy	

Thank you

E-2) BUSY NO FACSIMILE CONNECTION

REASON FOR ERROR
E-1) HANG UP
E-3) NO ANSWER
OR LINE FAIL

6084 MEMORY TX

TRANSMITTED/STORED : FEB. 8. 2006 10:34AM
FILE MODE
OPTION
ADDRESS

RESULT PAGE 3/3

FAX HEADER 1:
FAX HEADER 2:

* * * COMMUNICATION RESULT REPORT (FEB. 8. 2006 10:34AM) * * *

AMENDMENT OF SOLICITATION /MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

02 May 2006

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (if other than Item 8)

CODE

Washington, D.C. 20505

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

**TMP Worldwide, Inc.
8280 Greensboro Drive, Suite 900
McLean, VA 22102**

(4)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

01 December 2004

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change and offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 43.103(a)**
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is **X**_not, __ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all items and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)
			16C. DATE SIGNED 5-10-06

Contractor: TMP Worldwide, Inc.

Contract Number: [REDACTED]

Page 2 of 2

A. The purpose of this [REDACTED] is to delete Section B.1, Clause [REDACTED] Paragraph (A), line (2).

1) Section B.1, Clause [REDACTED] Paragraph (A), is revised to read as follows:

B.1 [REDACTED] Type and Scope of Contract (IDIQ) (OCT 2003)

(a) This is an **indefinite-delivery/indefinite-quantity (IDIQ) contract**, as identified under Federal Acquisition Regulation (FAR) 16.504. Requirements will be placed under this contract through Firm Fixed Price (FFP) task orders. The minimum and maximum quantity of services to be purchases under this IDIQ contract are set forth below.

(1) Total minimum quantity of services to be purchased under this IDIQ contract shall be

b. All other terms and conditions of BOA [REDACTED] remain unchanged and in full force and effect

LFMSC Contracts

FACSIMILE TRANSMITTAL

COMPANY:	TMP Worldwide, Inc.
ATTN:	
PHONE:	
FAX:	
FROM:	
ATTN:	
PHONE:	
FAX:	
DATE:	10 May 2006
PAGES INCLUDING COVER SHEET:	3
REFERENCE:	Contract Number: <input type="text"/> Your File Copy

Thank you

E-4 } BUSY NO FACSIMILE CONNECTION

REASON FOR ERROR UP OR LINE FAIL
 E-3 } NO ANSWER
 E-1 } HANG UP

7397 MEMORY TX

TRANSMITTED/STORED : MAY.10.2006 1:33PM
 FILE MODE
 OPTION

ADDRESS

RESULT

PAGE

3/3

OK

FAX HEADER 1:
 FAX HEADER 2:

* * * COMMUNICATION RESULT REPORT (MAY.10.2006 1:45PM) * * *

AMENDMENT OF SOLICITATION/MODIFICATION OF

I. C. ACT ID CODE PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 01 December 2006	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY ONLY CORRESPONDENCE MAILED: VIA THE U.S. POSTAL SERVICE SHOULD BE ADDRESSED TO: Washington, D.C. 20505		7. ADMINISTERED BY (If other than Item 6) For any questions, please call	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) TMP Worldwide, Inc. 8280 Greensboro Drive, Suite 900 McLean, VA 22102	(*) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	X 10B. DATED (SEE ITEM 13) 01 December 2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Exercise Option Year 2 and extend Period of Performance to 30 November 2007.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Section F.3, [] Period of Performance (AUG 1996) shall be modified to Exercise Option Period 002:
The period of performance of Option Period Two of the IDIQ shall be from 01 December 2006 to 30 November 2007 (Exercised).
Except as provided herein, all terms and conditions of Basic Ordering Agreement (BOA) [] remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY [] 1/30/07

LFMSC Contracts

FACSIMILE TRANSMITTAL

COMPANY:	TMP Worldwide
ATTN:	
PHONE:	
*FAX:	
FROM:	
ATTN:	
PHONE:	
FAX:	
DATE:	5 FEBRUARY 2007
PAGES INCLUDING COVER SHEET:	1
REFERENCE:	BOA

LFMISC Contracts

FACSIMILE TRANSMITTAL

COMPANY:	TMP Worldwide		
ATTN:			
PHONE:			
*FAX:			
FROM:			
ATTN:			
PHONE:			
FAX:			
DATE:			
PAGES INCLUDING COVER SHEET:	1		
REFERENCE:	[redacted] to BOA		

REASON FOR ERROR OR LINE FAIL
 (1) NO ANSWER
 (2) HANGUP
 (3) BUSY
 (4) NO FACSIMILE CONNECTION

0894 MEMORY TX

TRANSMITTED/STORED : FEB. 5. 2007 9:09AM

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RESULT

PAGE 2/2

OK

FAX HEADER 1:

FAX HEADER 2:

* * * COMMUNICATION RESULT REPORT (FEB. 5. 2007 9:10AM) * * *

P. 1



November 30, 2005

Washington, DC 20505

Re: TMP Worldwide Tax ID Number Change

Dear [redacted]

In light of the new CCR/IRS TIN validation requirements, TMP Worldwide (TMP) has elected to begin utilizing a new Tax ID Number (TIN) separate from that of our Parent Corporation. As result, TMP hereby requests that our Contract (number [redacted] and all associated information connected thereto (i.e. Payment Office Information), be amended to reflect our new TIN. We are requesting that the current [redacted] be replaccd with the new [redacted]. In addition, our CCR information [redacted] has been updated to reflect this change.

Please feel free to contact me should you have any questions, concerns, or require additional information. I may be reached at [redacted] or via email [redacted]

Thank you for your assistance in this matter.

Sincerely,

[redacted signature box]

[redacted signature box]

8280 Greensboro Drive, Suite 900, McLean, VA 22102

[redacted address box]

np.com

RECEIVED TIME NOV. 30. 8:52AM

Vendor update