

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF

5

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE
8 June 2005

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY

CODE

FOR CORRESPONDENCE DELIVERED VIA US POSTAL SERVICE:

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE: % FOR

SMALL BUSINESS

SMALL DISAV. BUSINESS

8(A)

SIC:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

SEE PAGE 2

16. ADMINISTERED BY

CODE

Technical POC:

17a. CONTRACTOR/ OFFEROR

CODE

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

18a. PAYMENT WILL BE MADE BY

CODE

Washington, DC 20505

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

SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 2 All Items Shall Be Delivered as Scheduled On or Before 30 November 2005 (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)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER

31c. DATE SIGNED
6.10.05

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT

COMPLETE PARTIAL FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Contractor: **TMP Worldwide, Inc.**

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If you have any questions regarding this contract action, please phone the Administrative Contracting Officer,

A. This Task Order No. is issued to purchase services off Basic Ordering Agreement (BOA)

B. Deliver To/Schedule:

REFERENCE: Faxed Schedule of Fixed Pricing dated 08 June 2005

The Contractor will provide advertising support to the Recruitment Center, Technical Hiring Division by producing one (1) 30 second commercial advertisement under this Task Order Production costs for this commercial are as follows:

Creative Costs:

Project Management and Coordination, and Scheduling:

Art Services Costs:

Other Costs:

Total Cost:

C. **Period of Performance (AUG 1996)**

The period of performance of this task order shall be from **8 June 2005 to 30 November 2005.**

D. **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 .

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E. **Key Personnel (AUG 1996)**

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

<u>Name</u>	<u>Title</u>
<input type="text"/>	<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.

F. **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(s) 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:

<u>Name</u>	<u>Telephone No.</u>
<input type="text"/>	<input type="text"/>

(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.

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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. A1 Limitation of Funds - Fixed-Price Contract - Alternate I (JAN 2004)

(a) Under this firm-fixed-price contract, the following contract line item(s) are incrementally funded. For these item(s), the sum(s) applicable to the total price of each line item presently available for payment and allotted to this contract is indicated below. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Allotment Schedule:

Sum Obligated

On execution of contract

September 15, 2005

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government". As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for

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a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any items, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

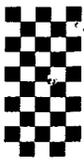
(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time before termination allot additional funds for performing the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotting funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

H. All other terms and conditions of BOA remain unchanged and in full force and effect as they apply to this delivery order only.



Fax

To: **From:**

Fax: **Pages:** 2 (Including Cover)

Phone: **Date:** 6/8/05

Re: Price Estimate **CC:**

- Urgent**
 For Review
 Please Comment
 Please Reply
 Please Recycle

• **Comments:**

AMENDMENT OF SOLICITATION /MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE 03 January 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

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9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

08 June 2005

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. The Contract Value is increased from to a new contract value of. The total amount obligated is increased by.

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
() 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 not, X 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)

(Signature of Contracting Officer)

11/4/06

Contractor: **TMP Worldwide, Inc.**

Contract Number: [REDACTED]
[REDACTED]

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If you have any questions regarding this contract action, please phone the Administrative Contracting Officer, [REDACTED].

A. The purpose of this [REDACTED] is to increase the contract value from [REDACTED] by [REDACTED] to a new value of [REDACTED]. This contract is now fully funded, therefore clause [REDACTED] **Limitation of Funds-Fixed Price Contract-Alternate 1 (JAN 2004)** will no longer be incorporated into this contract. The period of performance is also extended to 30 November 2006.

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

The period of performance of this task order shall be from **01 December 2005 to 30 November 2006.**

C. [REDACTED] **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 [REDACTED]

D. All other terms and conditions of BOA [REDACTED] remain unchanged and in full force and effect as they apply to this delivery order only.