

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

1. REQUISITION NUMBER

PAGE 1 OF

4

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE  
10 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:**

Washington, DC 20505

PHONE:

(b)(3)  
(b)(4)  
(b)(6)

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 6),  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

6.16.05

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.**

Contract Number:

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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 17 December 2004**

**The Contractor will provide the placement of print advertising for the  under this Task Order 008.**

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

The period of performance of this task order shall be from **10 June 2005 to 30 November 2005.**

- Option One 1 December 2005 - 30 November 2006
- Option Two 1 December 2006 - 30 November 2007
- Option Three 1 December 2007 - 30 November 2008
- Option Four 1 December 2008 - 30 November 2009

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

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:

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

Contractor: **TMP Worldwide, Inc.**

Contract Number:

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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:

Name	Telephone No.
<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. 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. 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.

Contractor: **TMP Worldwide, Inc.**

Contract Number:

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(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.

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

<b>AMENDMENT OF SOLICITATION /MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES <b>1   2</b>
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE <b>22 May 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY  <b>Washington, D.C. 20505</b>	CODE	7. ADMINISTERED BY (if other than Item 8)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>TMP Worldwide, Inc. 8280 Greensboro Drive, Suite 900 McLean, VA 22102</b>		<b>(4)</b>	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13) <b>10 June 2005</b>	
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** \_\_\_\_\_

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

<b>(4)</b>	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
<input type="checkbox"/>	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: <b>FAR 43.103(a)</b>
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 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 BY _____	16C. DATE SIGNED <b>5/22/06</b>
(Signature of person authorized to sign)		(Signature of _____ Officer)	

Contractor: **TMP Worldwide, Inc.**

Contract Number: [ ]

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A) The purpose of this modification is to 1) extend the POP until 30 November 2006, and 2) increase contract value from [ ] to a new total of [ ]

**(All changes hereby incorporated in bold)**

1) **Section C, Clause [ ] is revised to read as follows:**

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

The period of performance of this task order shall be from 10 June 2005 to **30 November 2006.**

Option Two 1 December 2006 - 30 November 2007

Option Three 1 December 2007 - 30 November 2008

Option Four 1 December 2008 - 30 November 2009

2) **Section D, Clause [ ] is revised to read as follows:**

**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 [ ]

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

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE <b>13 July 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY  <b>Washington, D.C. 20505</b>	CODE	7. ADMINISTERED BY (if other than Item 8)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>TMP Worldwide, Inc. 8280 Greensboro Drive, Suite 900 McLean, VA 22102</b>		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13) <b>10 June 2005</b>
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** \_\_\_\_\_

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 \_\_\_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. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	<b>14 Jul 06</b>
		(Signature of Contracting Officer)	

Contractor: **TMP Worldwide, Inc.**

Contract Number: [redacted]

[redacted]

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A) The purpose of this modification is to [redacted]  
[redacted] to a new total [redacted]

**(All changes hereby incorporated in bold)**

1) Section D, Clause [redacted] is revised to read as follows:

**D. [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]

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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE  
17 August 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)  
10 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

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  not,  is required to sign this document and return 1 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

16

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

8/23/06

UNCLASSIFIED

Contractor: **TMP Worldwide, Inc.**

Contract Number: [REDACTED]

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A) The purpose of this modification is to 1) decrease contract value from [REDACTED] to a new total of [REDACTED]

**(All changes hereby incorporated in bold)**

1) Section D, Clause [REDACTED] is revised to read as follows:

**D. [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].

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

UNCLASSIFIED