

2. CONTRACT NUMBER: D12PC00481
 3. SOLICITATION NUMBER: D11PS18854
 4. TYPE OF SOLICITATION: SEALED BID (IFB) NEGOTIATED (RFP)
 5. DATE ISSUED: 12/10/2010
 6. REQUISITION/PURCHASE NUMBER:

7. ISSUED BY: NBC / Acquisition Services Directorate (AQD) - Herndon
 US Department of the Interior
 CODE: _____
 8. ADDRESS OFFER TO (if other than item 7):
 ATTN: Sharon Hallinan, Contracting Officer
 381 Elden Street, Suite 4000
 Herndon, VA 20170

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

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

10. FOR INFORMATION CALL: Sharon Hallinan, Contracting Officer
 A. NAME: Sharon Hallinan, Contracting Officer
 B. TELEPHONE (NO COLLECT CALLS): AREA CODE 703, NUMBER 964, EXT. 3698
 C. E-MAIL ADDRESS: sharon_hallinan@nbc.gov

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	01/24/2011		
	2	02/08/2011		

15A. NAME AND ADDRESS OF OFFEROR: Zeiders Enterprises, Inc.
 2750 Killarney Drive, Suite 100
 Woodbridge VA 22192
 CODE: _____ FACILITY: _____
 16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **TARA AVRIT President**

15B. TELEPHONE NUMBER: AREA CODE 703, NUMBER 496, EXT. 9000
 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.
 17. SIGNATURE: *Tara Avrit*
 18. OFFER DATE: 15 Aug 2012

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS: PFC
 20. AMOUNT: \$166,024,078.61
 21. ACCOUNTING AND APPROPRIATION: Reference CLIN Structure (J-1)
 22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c)
 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM: See Section G.4

24. ADMINISTERED BY (if other than item 7):
 25. PAYMENT WILL BE MADE BY: See Section G.4
 CODE: _____

28. NAME OF CONTRACTING OFFICER (Type or print): SHARON E. HALLINAN, CONTRACTING OFFICER
 27. UNITED STATES OF AMERICA: *Sharon E. Hallinan* (Signature of Contracting Officer)
 29. AWARD DATE: 15 Aug 2012

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Consideration and Payment

This contract is comprised of Firm-Fixed Price (FFP) and Labor Hour (LH) Contract Line Items (CLINs). At the conclusion of the Base Period (and any exercised option periods thereafter) the Government may request to convert the LH CLINs to FFP CLINs. This may be accomplished by increasing the baseline quantity (and correspondingly decreasing the baseline augmentation of counselors); the associated fixed price management cost may also increase, thereby reducing the LH portion of program management associated with the decrease of counselors for baseline augmentation.

The CLIN structure and funding information is located in Section J, Attachment 1, CLIN Structure and Pricing. All CLINs for all METs are subject to the availability of funding, including FFP CLINs. The contractor **shall not** perform work in excess of the funded total **per CLIN**. The funded total for each individual CLIN is reflected in Section J, Attachment 1, and will be updated with each contract modification that involves quantities and/or funding. The contractor is responsible for notifying the Contracting Officer (CO) and Contracting Officer's Representative (COR) if work is requested or required that would exceed the available funding level for any individual CLIN.

B.2 Other Direct Costs

The CO shall determine the allowability of ODCs in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR).

B.3 Travel

All travel must be approved in advance and in writing by the COR, Program Manager, or CO, prior to travel. Once approved, the contractor shall be reimbursed for the actual costs of transportation, lodging, meals, and incidental expenses during the authorized travel in accordance with the current Federal Travel Regulations (FTR).

B.4 Overtime

In the event the Government determines overtime to be necessary, it shall be negotiated and approved in advance and in writing by the CO.

B.5 Holidays

The following is a list of Government holidays:

New Year's Day
Inauguration Day*
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

*Every 4th year, following the Presidential Election cycle

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B.6 Mission Execution Tasks (METs) and CLIN Descriptions

B.6.3 Mission Execution Task 3

Personal Financial Counseling Program (PFC)

PFC, Ongoing Rotational Support. PWS Section 6.3	
X001 FFP	PFC: The Government may purchase individual FTE on a FFP basis.
X001AA LH	PFC Program Management: Program Management supporting CLIN 0001.
X002 FFP	OPTIONAL - PFC: If the Government requirement exceeds the maximum quantities of CLIN 0001, the CO may exercise this Optional CLIN via contract modification.
X002AA LH	OPTIONAL - PFC Program Management: Program Management supporting CLIN 0002. This Optional CLIN may be exercised by the CO via contract modification.

PFC, Non-Rotational Full Time Support (JFSAP). PWS Section 5.0 E (1)	
X003 FFP	PFC Counselor FTEs: If the number of FTEs delivered by the contractor differs from the baseline quantity specified within the CLIN Structure (Section J, Attachment 1), the contractor shall submit an invoice reflecting the actual service level delivered.
X003AA FFP	PFC Counselor Program Management (Baseline): Program Management supporting CLIN 0003, reflecting the actual service level delivered.
X004 FFP	PFC Counselor FTEs (Baseline Augmentation): If the Government requirement exceeds the maximum quantity of FTE for CLIN 0003, technical direction by the COR, Program Manager, or CO may invoke the use of this CLIN.
X004AA LH	PFC Counselor Program Management (Baseline Augmentation): Program Management supporting CLIN 0004 that may be invoked by the COR, Program Manager, or CO.
X005 FFP	OPTIONAL - PFC: If the Government requirement exceeds the maximum quantities of CLINs 0003 & 0004, the CO may exercise this Optional-CLIN via contract modification.
X005AA LH	OPTIONAL - PFC Program Management: Program Management supporting CLIN 0005. This Optional CLIN may be exercised by the CO via contract modification.

PFC, Short Term Surge Support. PWS Section 4.2	
X006 FFP	PFC: The Government may purchase individual FTE on a FFP basis.
X006AA LH	PFC Counselor Program Management: Program Management supporting CLIN 0006.
X007 FFP	OPTIONAL - PFC: If the Government requirement exceeds the maximum quantities of CLIN 0006, the CO may exercise this Optional CLIN via contract modification.
X007AA LH	OPTIONAL - PFC Program Management: Program Management supporting CLIN 0007. This Optional CLIN may be exercised by the CO via contract modification.

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PFC, Short Term On-Demand Support. PWS Section 5.0 E (2)	
X008 FFP	PFC: The Government may purchase individual Labor Hours on a FFP basis.
X008AA LH	PFC Counselor Program Management: Program Management supporting CLIN 0008.
X009 FFP	OPTIONAL - PFC: If the Government requirement exceeds the maximum quantities of CLIN 0008, the CO may exercise this Optional CLIN via contract modification.
X009AA LH	OPTIONAL - PFC Program Management: Program Management supporting CLIN 0009. This Optional CLIN may be exercised by the CO via contract modification.

PFC, Short Term Summer Program Support. PWS Section 6.2	
X010 FFP	PFC: The Government may purchase individual Labor Hours on a FFP basis.
X010AA LH	PFC Counselor Program Management: Program Management supporting CLIN 0010.
X011 FFP	OPTIONAL - PFC: If the Government requirement exceeds the maximum quantities of CLIN 0010, the CO may exercise this Optional CLIN via contract modification.

PFC, Other Direct Costs (ODCs), Travel, & Program Management	
X012 Reimbursable	PFC: ODCs (Baseline)
X013 Reimbursable	PFC: Travel (Baseline)

B.7 Optional CLINS

Optional CLINS are designed to accommodate additional needs of service members and their families, which cannot be fully anticipated at the time of award. Optional CLINS may be activated as often as necessary, but will not exceed the total quantity as specified within the CLIN structure (Reference Section J, Attachment 1). Any quantities not exercised in any performance period may be carried forth to any subsequent exercised option period. If additional capacity is required after the exhaustion of all optional quantities in the current period of performance, optional quantities from future option periods may be transferred to the current period. Any quantities carried from other than the current period of performance shall be exercised at the rate(s) for the current performance period.

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SECTION C – DESCRIPTION AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Mission Execution Tasks:

3. Personal Financial Counseling Program (PFC)

1.0 INTRODUCTION

On behalf of the U.S. Military Departments, including the National Guard and Reserve Components, the Department of Defense (DoD) requires a contractor(s) to provide general MFLC, CYB-MFLC, and PFC counseling services. These counseling services are intended to augment other DoD support services/programs available for active military as well as Guard and Reserve service members and their families. This non-medical counseling services are intended to provide private and confidential, short term, situational, problem-solving counseling services, which are targeted to ensure that personal and family issues of military service members do not detract from military operational readiness. These services also serve to strengthen the confidence and increase the competencies of military service members and their families in dealing with the stressors of military life. The counseling services will be provided world-wide on an as needed basis for all military active duty as well as Guard and Reserve service members and their families.

The counseling services shall be delivered face-to-face using a “walk-around/coaching” approach, usually at or near participating duty stations, but also within the civilian communities. Typically, counselors will provide these services via a highly flexible 40 hour work week.

1.1 BACKGROUND

Due to unprecedented high levels of past and present deployments of U.S. military service members to locations such as Iraq, Afghanistan and other areas of world conflict, military members/families have experienced extreme stress. The stresses of military life have become increasingly complex, requiring a wide range of problem solving skills in areas such as: single parenting; child care; financial stability; spousal employment; fluctuating family income; frequent relocations; isolation from other extended family members, child education, and children coping with the absence of a parent. The DoD recognizes these difficulties and is committed to providing the necessary support.

Active participation in stress prevention and counseling programs by military service members and their families is highly encouraged by DoD. In order to satisfy this widely recognized and unmet need, DoD created the MFLC Program, facilitating private and confidential services outside the chain of command.

Other military family life issues of a medical nature requiring a medical diagnosis, including but not limited to those disorders found in the latest Diagnostic and Statistical Manual of Mental Disorders – currently the Fourth Edition (DSM-IV, TR) - are not provided under the MFLC services. Issues of a medical nature will be referred to a Military Medical Treatment Facility (MTF), TRICARE or other civilian medical treatment facility.

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Situations encountered that involve domestic violence, child abuse, and duty to warn (harm to self or others,) are not provided for under the MFLC Program, and therefore, must be reported, as mandated, to the respective military (Reference Section J, Attachment 5), federal and state authorities.

2.0 SCOPE OF WORK

The contractor will assist the DoD in the following tasks: provide private and confidential non-medical, problem-solving, counseling services, in support of the MFLC Program on an as-needed basis, to support all active and Reserve component military service members and their families, including severely injured service members and their families. MFLC services are meant to augment, not replace, other existing DoD military support services or programs. The MFLC services will be provided by licensed or certified counselors. The counseling support will not be associated with any Military Medical Treatment Facility, mental health counseling service, TRICARE, or any other medical providers.

Counseling sessions (which may vary in duration from a few minutes to 2 hours) shall be provided on an as needed basis. Counseling is limited to defined problem areas that address situational "problems-in-living" – most conditions listed as V Codes in the DSM-IV, TR. V Code exceptions include those listed in the DSM IV, TR, "Problems related to Abuse and Neglect" (child physical abuse/neglect, physical abuse of an adult (domestic violence), and sexual abuse and assault. Counseling shall be non-medical, short-term, solution-focused, and is intended to address issues, which are amenable to brief intervention. For issues not amenable to intervention via brief/short term interaction, counseling shall be referred to behavioral health, TRICARE, or other providers of professional mental health services as appropriate.

Installations receiving counseling services are located throughout the Continental United States (CONUS), overseas (OCONUS), and are comprised of all military branches as well as National Guard and Reserve Components (Reference Section J, Attachment 8).

3.0 OBJECTIVE

To provide private, confidential non-medical and financial counseling/coaching program for service members and their families. The counseling support is intended to augment, but not replace, existing military/civilian support services or Service funded staff positions/programs. The counseling program should remain flexible to ensure services are provided when and where they are needed, and to service National Guard and Reserve Component service members federally activated in accordance with U.S.C. Title 10 as well as their families who often feel isolated and do not live near military installations. The counseling program will consist of an as needed, short-term, situational, problem-solving counseling service for service members and their families which addresses the stressors of military life. The counseling service will assist service members and their families in dealing with deployments, effects of war, relationships, crisis intervention, stress management, family issues, parent-child communications, family separations, reunions and reintegration due to deployments. This counseling service is an integral part of military and family support programs that are targeted to ensure personal and family issues do not detract from operational readiness; to strengthen individuals by assisting them in the problem-solving process and to increase individual and family member competencies and confidence.

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4.0 MINIMUM REQUIREMENTS FOR ALL MISSION EXECUTION TASKS

- 4.1. The contractor must recruit, retain, train, and maintain a deployable network of counselors, which meet all credentialing requirements in this PWS. The Offeror's network shall assure access to face-to-face counseling.
- 4.2. The contractor shall have the capacity to fulfill and manage all task requirements to deploy the required number of counselors to accommodate the baseline, baseline fluctuation; and short term surge and on demand support requirements approved by the Office of the Secretary of Defense (OSD). PFCs may provide short term surge support for planned and unplanned events, JFSAP, military contingencies and/or disasters.
- 4.3. The contractor shall establish and utilize a comprehensive financial management system, processes, and procedures to manage all aspects of tracking costs associated with performing all aspects of this requirement. The contractor shall establish and implement audit trail capabilities, internal controls, corrective action procedures, and reporting capabilities. The contractor shall dedicate personnel for financial management, including the assignment of management functions, authority and responsibility.
- 4.4. CREDENTIALING

- a. All counselors and supervisors must have submitted required documentation and have undergone credentials review/verification by the contractor of all items in this section prior to performing under this contract. The Contractor will not send a counselor to any location at any time during the performance of this contract until verification of Criminal History background check is initiated. All counselors will undergo a criminal history background check in accordance with DoD Instruction No. 1402.5, Criminal History Background Checks on Individuals in Child Care Services (Reference Section J, Attachment 4).

For all mission execution tasks, the contractor shall annually certify and be able to demonstrate (at any time) to OSD or the CO, in writing, that the counselors and supervisors licensure, credentials, required experience and background checks are current and proper for performance under this contract. This certification shall verify that the counselor has not experienced any terminations of performance under any other government contract or any license suspensions or any investigations. Counselors, who have experienced any of the aforementioned actions, will not perform services under this contract (under particular limited circumstances, the Government may consider an exception on a case-by-case basis). The contractor shall certify, upon award and the exercise of each option period, that all counselors and supervisors are properly licensed or certified, comply with the appropriate background check requirements, and possess all other qualifications as indicated in the PWS prior to beginning an assignment. The contractor shall maintain all counselor/supervisor certifications and background check documentation for the life of this contract, and make them available for government review at any time during performance.

The Contractor will complete a Secret Clearance on counselors determined by the Government to need such a clearance. Currently there are 36 General

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MFLC positions which require a Secret clearance, however it is anticipated that the number may increase to 60 or more.

b. Specialized Work Experience (MFLC and CYB Counselors)

- Not Applicable

c. Personal Financial Counselors (PFCs)

Counselors shall have a minimum of a Bachelor's degree and shall maintain a national certification as an Accredited Financial Counselor (AFC), Certified Financial Planner (CFP), Chartered Financial Consultant (ChFC), or a national certification with the National Foundation for Credit Counseling (NFCC).

Contractor shall follow government guidelines regarding employment and conflicts of interest. Financial counselors shall provide service delivery that meets the standards in DoD Instruction No. 1342.27 (Reference Section J, Attachment 4), and assist service members and their families with personal financial readiness.

Advocacy Knowledge, Skills and Abilities

PFC Counselors shall possess advocacy knowledge, skills, and abilities such as:

- Working knowledge of military, state, federal, and local resources.
- Understanding, sensitivity, and empathy for service members and their families. Ability to develop trusting helping relationships. Ability to work effectively with individuals and families from diverse racial, ethnic, and socioeconomic backgrounds.
- Ability to use sound professional judgment, ethical practice, and common sense. Ability to develop, implement, and evaluate financial needs of individuals and families. Contractor must agree to operate within established guidelines of the military services family support and quality of life programs.
- Ability to work cooperatively with military and civilian financial support organizations, installation Personal Financial Program Managers (PFM), social services, and legal personnel on behalf of service members and their families.

5.0 REQUIREMENTS APPLICABLE TO ALL MISSION EXECUTION TASKS

A. STANDARDS OF SERVICE

- (1) Counselors must adhere to commercial and professional standards of practice set forth by, federal, state, and local laws, as well as relevant DoD/Military Branch of Service policies. All counselors must be licensed, certified, properly credentialed to perform this requirement and be compliant with industry accepted standards for the performance of non-medical counseling. For all types of counseling, experience with military family programs is preferred and an understanding of the military lifestyle is required.

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- (2) Counselors must demonstrate sound professional judgment and the highest ethical standards in executing their responsibilities. All Counselors shall have strong skills in written and verbal communication, and assessment.
- (3) All contractor personnel performing this requirement must be a U.S. citizen, and must speak English.
- (4) Counselors will not represent the government at any federal, state, or military meeting or event.
- (5) OSD is the approval authority for all service delivery. Once approved by OSD, the Contractor will coordinate all program management and service delivery with the Service HQ, installation point of contact (POC), the National Guard Bureau (NGB), Reserve Affairs, and local education agencies when indicated.
- (6) Counselors will verify, at some point during the session, eligibility for services, which may include requesting to view a military identification card (Reference Section J, Attachment 10) and other sensitive methods at the discretion of the counselor.
- (7) For counselors working with children under the age of 18 years old (Reference Section J, Attachment 4), the contractor must comply with DoD Instruction No. 1402.5, Criminal History Background Checks on Individuals in Child Care Services. In addition to this instruction, when providing counseling services, counselors shall always remain in the line of sight of a child's parent, guardian, or an individual with purview over the child (such as a school Principal, YMCA Director, CDC Director, Teacher) who has successfully completed a background check. Except for duty to warn situations, parental/guardian approval is required prior to rendering counseling services (Reference Section J, Attachment 9).
- (8) The contractor shall comply with, and all future updates of (Reference Section J, Attachment 4):
 - DoDD No. 5200.02, Subject: DoD Personnel Security Program, dated: April 19, 1999, paragraph 3.9.3
 - DoD Instruction No. 6490.06, Counseling Services for DoD Military, Guard and Reserve,
 - Certain Affiliated Personnel, and Their Family Members, April 2009.
 - DoD Instruction No. 6400.06, Domestic Abuse Involving DoD Military and Certain Affiliated Personnel, August 21, 2007.
 - DoD Instruction No. 6495.01 Sexual Assault Prevention and Response (SAPR) Program, October 6, 2005.

B. POST TRAUMATIC STRESS DISORDER (PTSD) AND TRAUMATIC BRAIN INJURY (TBI)

PTSD, TBI, and any mental disorders identified in the Diagnostic and Statistical Manual (DSM IV, TR latest version) are NOT authorized for support, but will be referred (via a warm handoff) to the appropriate MTF, or TRICARE. The procedures for all hand-offs/referrals will ensure, as much as possible, that the client does not have to repeat their story or issue when the third party agency is engaged in the conversation.

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C. IMMINENT RISK/DUTY TO WARN

The Contractor shall implement, document, and maintain Duty to Warn procedures, in accordance with DoD/Military Branch of Service regulations and established protocols, to address events wherein a Service or family member reveals a threat to self or others. Notifications of Duty to Warn incidents are sent to the installation POC and contractor chain of command immediately.

Duty to Warn monthly report logs shall be compiled and sent to both the OSD Program Manager and the Military Branch of Service Headquarters POCs, and be reported as mandated (Reference Section J, Attachment 5), to the respective, federal and state authorities. This report log shall include, at a minimum: date of event, installation name, state, name of the unit, status (new vs. recurring), category (domestic violence, child abuse, harm to self/others), branch of service, summary of events, action taken and any other pertinent information. This report log shall not include any personally identifiable information. The reporting procedures will be reviewed quarterly with each military service headquarters POC and OSD program management.

D. INFORMED CONSENT

In accordance with DoD Instruction No. 6490.06, Counseling Services for DoD Military, Guard and Reserve Certain Affiliated Personnel and Their Family Members (Reference Section J, Attachment 4), counselors shall provide informed consent to the individual and/or family member during the initial meeting covering information about their role as counselors, a description of what non-medical counseling can cover, the short-term solution focused approach, the scope of care, and the ability to make appropriate referrals as needed.

Informed consent must cover the counselor's mandated reporting requirements for domestic abuse, sexual assault, duty to warn and other legal obligations. At a minimum, this confidentiality statement shall be provided to all eligible individuals seeking counseling services: "Information you provide to me or other counselors will be kept confidential, except to meet legal obligations or to prevent harm to self or others. Legal obligations include requirements of law and DoD or military regulations. Harm to self or others include suicidal thoughts or intent, a desire to harm oneself, domestic violence, child abuse or neglect, violence against any person, and any present or future illegal activity."

E. GUARD/RESERVE

(1) Joint Family Support Assistance Program (JFSAP)

Counselors are provided for DoD and/or legislatively mandated programs (e.g. JFSAP). JFSAP counseling positions may be staffed with MFLCs, CYB-MFLC, and PFCs. Typically, counselors deliver these services in a non-rotational (full time) manner.

The JFSAP, implemented by Sec. 675 of the FY-07 Defense Authorization Act, augments existing family programs to provide a continuum of support and services based on member and family strengths, needs, and available resources. The primary focus of support is families who are geographically dispersed from a

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military installation. Services are delivered in local communities through collaborative partnerships with Federal, State, and local resources.

After receiving OSD authority to proceed, JFSAP counselors may receive additional guidance on Guard and Reserve general mission support needs from the respective State Family Program Director, Wing Family Program Director, or Reserve Component Coordinator.

(2) Short Term On-Demand Support

a. Background

PFCs may be deployed to support Guard and Reserve events such as Yellow Ribbon Reintegration Program events and family events, which may occur during the weekdays/weekends, and drill weekends. Section J, Attachment 8 has been provided to demonstrate the approximate magnitude of this requirement. These events, typically lasting 1-3 days, are held primarily in the 50 United States and US territories.

b. Specific Tasks

OSD will determine the staffing levels required for each event. At each event, the contractor shall perform the traditional walk-around counseling/coaching services and establish a visible and easily accessible location to distribute educational materials. The contractor shall distribute a variety of educational materials, both created by the contractor (approved by OSD) and also provided by OSD, to address the wide range of needs. The contractor may also be asked to develop additional educational materials for adults and children depending on the requirements of OSD. Counselors (MFLC, CYB-MFLC, PFC) may be asked to provide support at all events in support of the active and Reserve components.

F. Counselors must be knowledgeable of the resources available through the MOS (www.MilitaryOneSource.com) to make referrals for counseling and access additional capabilities through MOS when circumstances warrant. Counselors must also be knowledgeable of family advocacy and support programs both on and off the installations.

G. Additional Service Delivery Requirements

1. The Contractor shall ensure that all personnel maintain the highest degree of sensitivity, compassion, and respect for service members and their families. The Contractor shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor.
2. The contractor must provide counseling/coaching services both on and off the military installations within the civilian community. Counselors shall also be available by telephone, enabling counseling participants to schedule an appointment for MFLC services, and facilitating coordination with installation POCs.
3. Counseling services must be provided on a face-to-face basis.
4. The contractor will adhere to existing written protocols for each type of service delivery.

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5. For service continuity purposes, it is unacceptable to the Government if all personnel rotate simultaneously. The Government requires a seamless and transparent overlap between the individual outgoing and incoming counselors. During this overlap, the outgoing counselor shall, at a minimum, convey pertinent data such as installation points of contact (POC) and procedures, critical issues, and status of the installations current counseling needs.
6. The counselors must identify themselves by name and the MFLC Program. Counselors are not to wear name tags or other items identifying them as an employee of the contractor.

6.0 SPECIFIC TASK REQUIREMENTS PER MISSION EXECUTION TASK

6.3 MISSION EXECUTION TASK 3; PERSONAL FINANCIAL COUNSELING

OBJECTIVES

Service members are responsible for their personal finances. Throughout a military career, service members and their families may need additional support and assistance with financial stability, money management, anticipating financial impacts due to deployments, and raising a financially stable family. Accredited and certified counselors trained in financial matters shall provide personal and family financial counseling, planning, education, awareness information services, appropriate referrals, and assistance applicable to military families. Counseling services may be provided individually, couples, families, and in a group training environment.

The goal is to assist service members and their families with personal financial readiness, money management, financial counseling, and financial planning to include appropriate guidance regarding the Servicemembers Civil Relief Act, Public Law 110-289 Housing and Economic Recovery Act of 2008 as well as other pertinent laws and policies. The majority of service members and their families will require financial counseling to assist with establishing a basic level of financial literacy and good financial behavior and habits as well as more sophisticated financial planning to assist with more advanced financial needs such as investing, estate planning, tax planning, education planning, and other financial matters.

REQUIREMENTS

Counselors will rotate at locations world-wide. Durations of rotations shall be no less than one month and no longer than six months. The requirements, if any, may fluctuate periodically for counseling services that vary in length of time. This type of counseling is generally not provided on a walk-around basis, but more typically uses a planned meeting approach.

PFCs will receive guidance from the installation POC. PFCs may deliver services on and off installations, at events for Guard and Reserve personnel, and at summer program activities involving youth.

In cases of extreme financial hardship, threat of deprivation, or other similar circumstances, PFCs ensure that service members and their families are referred to the appropriate military resources such as Relief Societies, installation banks/credit unions, Chaplains, other state, federal, local and veterans'

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organizations, and other resources as applicable. Counselors shall conduct command requested training that addresses preparing/planning for family separation, short notice deployments, permanent change of station, and transition from the military as well as other topics that pertain to military families.

Counselors shall provide individualized money management, financial counseling, financial planning, and referral services when applicable, to service members and their families. However, counselors will never give specific financial investment advice in specific investment funds/opportunities. The following list is not exhaustive and meant only to provide examples of potential activities PFCs may conduct:

- Complex financial planning and investment issues and opportunities.
- Advice and assistance in such areas as prioritizing and understanding differences between needs and wants.
- Identifying immediate and long range measures to increase income, reduce household expenditures, avoid additional financial burdens; developing improved financial record-keeping.
- Creating a personal budget/financial plan to reduce, eliminate, and avoid debt and to achieve solvency and stability.
- Fostering recognition of the legal and military implications of indebtedness and recommending legal assistance if warranted.
- Teaching service members and their families' money management techniques to encourage them to live within their means.
- Identity theft: teaching service members and families how to detect, deter, and avoid identity theft.
- Credit management: understanding credit, finance charges, interest rates and the implications of only paying the minimum amount each month.
- Credit: educating military families on the importance of maintaining excellent credit histories and ratings. Teaching service members and their families how to establish, monitor, and protect their credit. Poor credit may cause service members to lose their security clearances.
- Housing: Purchasing a home, preventing foreclosure, loan modifications, refinancing, etc.
- Car Buying: teaching service members to make informed decisions and to be aware of associated costs such as insurance, maintenance, fuel costs, etc.
- Investing/retirement: PFCs reach out to young service members to get them enrolled in the Thrift Savings Plan (TSP). PFCs shall be equipped to explain the benefits of investing and reducing tax liabilities.
- Assistance with tax planning.
- Managing special duty pay.

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- Routine Savings: teaching service members and their families how to save for emergencies, unanticipated contingencies, and both short and long-term goals.
- Decision making regarding appropriate type and amount of insurance to carry to include understanding the value of Servicemember's Group Life Insurance.
- Military-specific financial programs and benefits: teaching service members and their families about the value and benefits of participating in the Thrift Savings Plan, the Savings Deposit Program, and Morale, Welfare, and Recreational programs.
- Helping children understand the value of money and the benefits of saving.
- Helping children understand the meaning of money and what is used for.
- Helping children understand how to conduct purchase transactions such as purchasing toys, games, groceries.
- Helping children understand how to manage their allowance
- Helping older children understand how to manage credit/debit cards and the impact that such behavior can have on their credit scores/reports.

7.0 PROGRAM MANAGEMENT

OBJECTIVE

The contractor shall develop and implement a comprehensive management plan, including a dedicated program management team, to ensure the delivery of high quality services, effective financial/travel management controls and processes; organizational resources; and management controls to meet the cost, performance, schedule requirements, report requirements, record keeping requirements and quality control for this effort. The contractor shall detail the services, methods for obtaining and delivering the services, allocation of staff, means of vetting staff education and certification/licensure requirements, staff/counselor training plan and other resources necessary to produce the services and a timeline for delivering the services.

REQUIREMENTS FOR PROGRAM MANAGEMENT AND OVERSIGHT

The contractor shall develop and implement a management plan. The management plan shall define a management team including, at a minimum, the following positions which are all considered Key Positions: Program Director, with the authority to speak and act on behalf of the contractor with DoD and work directly with the COR, Deputy Program Director, Contract Administrator, Quality Assurance Manager, Financial Manager, and all Subcontractor Managers within the prime contractor's organization, the primary subcontractor manager within the subcontractor's organization (for subcontractors proposed to perform major or critical aspects of this requirement). This team shall also include, as Non-Key Personnel, Non-Medical Counseling supervisors (supervisors pertain to all Mission Execution Tasks). The contractor shall maintain clear lines of authority and responsibility. This team shall be responsible for all service delivery, management of subcontractors, and the development/implementation of the MFLC Program.

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The contractor shall develop and implement processes and procedures to support the warm hand-off of clients to other providers and community/DoD resources, such as MOS, ensuring that the client does not have to repeat their story/issue when the third party agency is engaged in the conversation.

7.1 TRAVEL MANAGEMENT

The contractor shall develop and implement an approach and processes to manage travel of counselors, ensuring timeliness and efficiency and avoiding disruption or degradation of services. This approach shall account for the logistical complexities of counselors providing rotational services in both CONUS and OCONUS locations, and shall also account for short notice or immediate requirements that require expedient response and accommodations. Processes shall provide for tracking of travel costs by counselor and specific services provided, location, and duration of rotation.

The Government's objective is to maximize the duration of each rotation, as well as the overall quantity of longer duration rotations. The contractor will approach deployment of counselors in a manner to minimize travel costs, which may include local/regional hiring of counselors and other innovative approaches.

Local and long-distance travel, to include overnight accommodations, will be required in the performance of this contract. All travel must be approved in advance by the COR.

The Government will not pay for any travel that is not approved in advance. All travel will conform to the current Federal Travel Regulations (FTRs). Expenditures that exceed the FTR will not be reimbursed by the Government.

7.2 QUALITY ASSURANCE AND CONTROL

OBJECTIVE

To ensure military service members and their families receive the highest quality services possible.

REQUIREMENTS FOR QUALITY ASSURANCE

The Contractor shall develop a Quality Assurance Surveillance Plan (QASP) describing the methods of inspection, required reports, and resources to be used, including estimated work hours. At a minimum, this plan will detail the methods of surveillance for each contract requirement, the evaluation procedures to be used for each surveillance method, and the approach for implementation of the QASP.

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The Contractor shall develop and implement a Quality Control Plan (QCP) to ensure that the performance standards and thresholds contained within the QASP are met or exceeded. This self-inspection plan will describe the internal staffing and procedures that will be used to monitor contract compliance, quality, quantity, timeliness, responsiveness, customer satisfaction, and other delivery requirements, compliance of all counselors with required credentialing, licensure, and background checks, and all services provided under this contract.

The contractor shall use the standards of the QCP to measure performance of counseling services, and report the results to the government on a monthly basis. The contractor shall follow the approved quality procedures to identify, prevent, and ensure non-recurrence of defective services.

The Government reserves the right to inspect for contract compliance and quality by following various methods which include but are not limited to random sampling, periodic inspection, customer satisfaction surveys/discussions, and data calls via ad hoc reports. This formal/informal sampling may take place at any location and at any time during performance of this contract.

7.3 RECORD KEEPING

Formal counseling case records including personally identifiable information are not maintained. Daily activity reports shall be collected and maintained by the contractor to account for utilization.

When the military chain of command requests information concerning a service member, they are reminded of the confidential nature of the service. If the chain of command wishes to send a service member for counseling to a PFC and have the PFC report back to the commander, they are informed that this is not possible due to the confidential nature of the program, however, they are informed that if they sent a service member to see a PFC, they may follow up with the service member to ensure that they followed through.

7.4 REPORTING

- a. The contractor must be highly responsive, flexible, and timely in providing all required reports as well as ad hoc and other requested reports. Such reports are critical for program decision-making, high-level government inquiry and reporting. For example, an ad hoc report may be required within a few hours of the request while more comprehensive reports may take longer to obtain but are still needed in a timely manner. OSD will prescribe the desired timeline for submittal for each ad hoc report. The Contractor will not provide Service requested reports or data calls. All requests for reports must come from the Service POC to OSD. OSD will make requests to the contractor as appropriate.

The contractor will provide several types of reports to the Government on the services provided to include an Executive Summary and Monthly Utilization Report (MUR) separated by military branches and installations, service categories as well as a Contract Financial Status Report. Additional monthly Ad Hoc reports will be submitted to include an Executive Summary and a Duty to Warn Log separated by military branches and installations. These reports shall not include any personally identifiable information. During the performance of the contract, the Government may require the submittal of

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additional reports/elements encompassing various topics/subjects of interest. The format and method of submittal for the additional reports will vary and will be prescribed by the Government as performance continues. Reports will be submitted no later than 15 days following the end of the monthly reporting period.

Weekly Report:

The OSD Program Manager weekly report will consist of a list by state (CONUS) and country (OCONUS), each installation that is authorized to have a PFC, the number of PFCs authorized, and the number of PFCs on the ground. This report will consist of regions designated by OSD and be able to be sorted by each data variable and include the average daily contacts by category of PFCs at the installation.

Monthly utilization reports (MUR):

Each report will cover all relevant program areas by category of MFLC (MFLC, CYB-MFLC and PFC). Each report will include an executive summary. Data collection forms will be developed for each report.

The Ongoing Rotational MFLC report section will include: Utilization reported by installation along with a per day average of MFLC contacts for each installation per month by category of MFLC (i.e. 6 contacts per day per MFLC). Number of face-to-face counseling sessions provided, number of attendees at face-to-face counseling sessions, number of briefings and presentations provided, number of attendees at briefings and presentations. MFLCs embedded within the Army Brigades, supporting Special Operations, Child Development Centers, and schools will be able to be identified. Example is contained in the template titled MFLC Executive Dashboard and MFLC MUR.

The Non-rotational full time (JFSAP) report section will include: Utilization reported by state along with a per day average per month by category of MFLC. Number of face-to-face counseling sessions provided, number of attendees at face-to-face counseling sessions, number of briefings and presentations provided, number of attendees at briefings and presentations. Number of on-demand events supported by JFSAP MFLCs and the number of JFSAP MFLCs supporting them. Example is contained in the template titled JFSAP Executive Dashboard and JFSAP MUR.

The Short Term On-Demand report section will include: Locations and number of on-demand events and number of MFLCs deployed by category of MFLC. Utilization levels will also be reported for each event for each MFLC. Example is contained in the template titled JFSAP Executive Dashboard and JFSAP MUR.

The Short Term Surge report section will include: Brigade supported, utilization along with a per day average of MFLC contacts for each surge by category of MFLC. The template titled MFLC Executive Dashboard and MFLC MUR may serve as an example.

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The Short Term Summer Program support section will include: Number of camps supported, number of children supported, number of MFLCs supporting camps. The template titled MFLC Executive Dashboard and MFLC MUR may serve as an example.

All reports will include, but not be limited to, the demographics of client utilization, i.e., military service and duty status and rank, family member's status (spouse, child or other legal dependent), geographic location and type of service delivery (individual, group, meeting, psycho-educational presentation). The report shall be provided to the respective Services Headquarters, NGB and Reserve Affairs POC, and OSD and will also include:

- The primary reason for counseling support;
- The number of referrals for counseling to include type, status of recipient (i.e., active-duty, family member, Guard, Reserve, etc.);
- The number of service members and their family members seen for the first time by type of counseling, i.e., face-to-face counseling, education, group, and financial counseling;
- The number of service members and their family members seen for follow-up sessions by type of counseling, i.e., individual/family counseling, education, outreach, and financial counseling;
- The total number of counseling sessions provided by type of counseling, i.e., face-to-face, education, outreach, and financial counseling;
- The total number of meetings and/or group sessions specifying the topic and approximate number of attendees.

b. FINANCIAL STATUS REPORT

The Monthly Contract Financial Status Report shall be detailed and reflect the activities, staffing, and travel that have occurred that month. Any exceptions should be noted. For example, if specific costs were not included to wait for an invoice, it should be explained (i.e. receipts for air travel to OCONUS for the June DoDEA/CYS program have not been received and will be included in the July invoice).

The Report shall specify the individual counselor, location where they worked, and hours worked that month. This report shall be itemized by the type of counseling services provided pursuant to the PWS task areas.

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7.5 The contractor will provide training and orientation for counselors and supervisors that includes all requirements of this contract, Service specific and general military culture and customs, structure and chain of command, ranks and insignia, and other specialized subject areas before beginning an assignment, and renewed on an annual basis. The contractor shall design and implement a method for regularly updating personnel on current/emerging issues pertaining to military life. Counselors shall be familiar with evolving issues that affect military members and their families. Contractor shall participate, as appropriate in locally available specialized training to maintain up-to-date knowledge and skills related to the military and civilian resources. Attendance must be approved in advance by the Contracting Officer Representative (COR). The contractor shall annually certify and be able to demonstrate (at any time) to OSD or the CO, in writing, that the counselors and supervisors have comprehensive/current knowledge of the overall military culture, issues affecting military families, and all requirements of this contract.

8.0 OTHER DIRECT COSTS (ODCs)

All ODCs shall receive written COR approval prior to funds being expended, and shall be itemized and invoiced accordingly.

9.0 TRANSITION IN

The contractor shall implement a 3 month transition in period to transfer services from the current contractor. During the transition in period, the contractor shall obtain the appropriate security clearances, become familiar with standard operating procedures (SOPs), and assume the full execution of the requirements of this contract. During the transition in period, the contractor shall work closely with the current contractor to ensure a smooth transition of service and perform a joint inventory and audit of the transferred equipment and documentation/data. The successful offeror shall work closely with the incumbent contractor and coordinate to address the status and issues of transition. The contractor's program management structure, organization, and facilities shall be in place and fully operational at the end of the 3 month transition in period. At completion of the transition in period, the contractor shall have full responsibility for all requirements covered under this contract.

During the transition period, the contractor shall provide a weekly report, in contractor format, detailing the status of implementation. A face-to-face update meeting may take place at the request of the CO.

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SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the clauses at FAR “52.252-2 Clauses Incorporated by Reference” in Section I of this contract. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vffar1.htm>

FAR 52.246-4, Inspection of Services--Fixed Price (AUG 1996)

FAR 52.246-6, Inspection--Time-And-Material and Labor-Hour (MAY 2001)

E.2 Inspection and Acceptance - Services

Inspection, acceptance, and rejection will be based upon compliance with the contract Performance Work Statement (PWS) requirements. Payment will be made in accordance with FAR 52.232-25, Prompt Payment.

Inspection of services to be furnished hereunder shall be performed by the COR in accordance with FAR clauses 52.246-4 and 52.246-6 above, and any other FAR, DFARS (Defense), or DIAR (Interior) clauses specified in this contract. The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform to all aspects of the PWS and the contract requirements.

E.3 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed by the COR, Program Manager, or CO at the place of delivery.

All work performed shall be done in accordance with the accepted technical proposal dated May 8, 2012, updated as of June 27, 2012.

All invoicing shall be in accordance with Attachment J-1, CLIN Structure, as included at the time of contract award. The Government also accepts the Zeiders price proposal dated July 3, 2012, clarified June 27, 2012. Individual labor categories and rates from the price proposal, along with any pricing related to Other Direct Costs (ODCs), will be modified into Attachment J-1 within 30 days of contract award. The basis for acceptance shall be in compliance with the requirements, terms and conditions of the contract.

Deliverable items and services that are rejected shall be corrected in accordance with applicable clauses.

General quality measures as set forth below will be applied to each work product and service received from the contractor under the PWS:

- Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- All text and diagrammatic files shall be editable by the Government.
- Work products shall be submitted on or before the due date specified in the PWS/deliverables table or submitted in accordance with a later scheduled date determined by the Government.

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SECTION F – DELIVERIES OR PERFORMANCE

F.1 FAR 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 address: <http://farsite.hill.af.mil/>

FAR 52.242-17, Government Delay of Work (APR 1984)

F2. Period of Performance

The term of this contract is 5 years, including a Base Period and 4 Option Periods:

Base Period*:	Date of award thru 12 Months
Option Period I:	End of Base Period thru 12 Months
Option Period II:	End of Option Period I thru 12 Months
Option Period III:	End of Option Period II thru 12 Months
Option Period IV:	End of Option Period III thru 12 Months

*The Base Period includes 3 months to Transition In and 9 months of full performance

F.3 Place of Performance

The places of performance for this contract may include contractor site(s) and/or sites identified (through ongoing assessments of client needs) by the contractor, with concurrence from the COR. These may include locations both in the Continental United States (CONUS) as well as Outside the Continental United States (OCONUS).

F.4 FAR Clauses Incorporated by Full Text

52.242-15 – Stop Work Order (Aug 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

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- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COR, 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 date or of any rights or remedies provided by law or under this contract.

F.6 Contract Deliverables

Deliverables constitute all documentation and verification as required within all sections of this contract. Performance deliverables will be finalized during the Transition In period and may be added to the following table via modification.

Deliverables		Delivery
1	For all mission execution tasks, certify and be able to demonstrate that the counselors and supervisors licensure, credentials, required experience and background checks are current and proper. The contractor shall certify that all counselors and supervisors are properly licensed or certified, comply with the appropriate background check requirements, and possess all other qualifications prior to beginning an assignment. (PWS 4.4)	Certification Requirement: Upon award and prior to the exercise of each option period. Demonstrate to OSD or the CO in writing: At any time.
2	Review Duty to Warn procedures with each Military Service Headquarters POC and OSD program management. (PWS 5.0 C)	Quarterly
3	The contractor shall use the standards of the Quality Control Plan (QCP), and the surveillance methods of the Quality Assurance Surveillance Plan (QASP) to measure performance of counseling services and report the results to the government. (PWS 7.2)	Monthly

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4	The contractor will provide various types of reports to the government on the services provided to include a Monthly Utilization Report (MUR); and a Contract Financial Status Report. (PWS 7.4)	Monthly, no later than 15 days following the end of the reporting period.
5	Additional Ad Hoc reports will be submitted to include an Executive Summary and a Duty to Warn Log. (PWS 5.0 C, 7.4)	Monthly, no later than 15 days following the end of the reporting period; and as required by OSD.
6	OSD Program Manager Report. (PWS 7.4)	Weekly
7	<p>Training and orientation. (PWS 7.5)</p> <p>The contractor shall certify and demonstrate that the counselors and supervisors have comprehensive/current knowledge of the overall military culture and issues affecting military families; and this contract. (PWS 7.5)</p>	<p>Certification Requirement: Before beginning an assignment, and prior to the exercise of each option period.</p> <p>Demonstrate to OSD or the CO in writing: At any time.</p>
8	<p>Transition-In Report. (PWS 9.0)</p> <p>CO face to face update. (PWS 9.0)</p>	<p>Weekly during Transition-In</p> <p>At the CO's request</p>
9	The contractor's subcontracting plan, with a minimum subcontracting requirement of at least 25% of this effort, will remain in effect through the life of this contract. The contractor will provide a letter report to the CO showing how this requirement was met during the preceding 12 months. (Section H.17)	Annually, upon the exercise of any option period

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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative (COR)

The COR for this effort is as follows:

Office of the Deputy Undersecretary of Defense (ODUSD)
Military Community & Family Policy (MC&FP)
Janice Atkinson, Program Analyst
Voice: (703) 697-7191
Fax: (703) 695-1977
Janice.atkinson@osd.mil

The OSD Program Manager for this effort is as follows:

Office of the Deputy Undersecretary of Defense (ODUSD)
Military Community & Family Policy (MC&FP)
Michael Hoskins
Voice: (703) 602-4991
Fax: (703) 695-1977
Mike.Hoskins@osd.mil

The COR is the individual within the Program Management function who has overall technical responsibility for this effort. The COR supports the CO/CA during administration of this effort by:

- 1) Making final decisions regarding any recommended rejection of deliverables;
- 2) Providing technical clarification relative to overall workload matters;
- 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
- 4) Providing acceptance of deliverable products to assure compliance with requirements.

The COR, Program Manager, or CO also provide technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general PWS for this effort. Neither the COR nor the Program Manager has the authority to and may NOT issue any technical direction which:

- 1) Constitutes an assignment of work outside the general scope of this effort;
- 2) Constitutes a change as defined in the "Changes" clause;
- 3) In any way causes an increase or decrease in cost or the time required for performance;
- 4) Changes any of the terms, conditions, or other requirements of this effort; and
- 5) Suspends or terminates any portion of this effort.

All technical direction shall be issued in writing by the COR, Program Manager, or CO or will be confirmed by the COR, Program Manager, or CO in writing within 10 calendar days after verbal issuance. An electronic copy of the written technical direction shall be furnished to the CO and the CA monthly for invoice verification purposes.

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In addition to providing technical direction, the COR will:

- 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement;
- 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
- 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within the PWS.

If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the CA.

G.2 Contracting Officer (CO) Authority

The CO's for this contract are:

Sharon Hallinan
Acquisition Services Directorate-Herndon (AQD-Herndon)
National Business Center (NBC)
Department of the Interior (DOI)
381 Elden St., Suite 4000
Herndon, VA 20170
Voice: (703) 964-3698
Email: sharon_hallinan@nbc.gov

William Galvin
Acquisition Services Directorate-Herndon (AQD-Herndon)
National Business Center (NBC)
Department of the Interior (DOI)
381 Elden St., Suite 4000
Herndon, VA 20170
Voice: 703-964-3690
Email: William_galvin@nbc.gov

In no event shall any understanding or agreement between the Contractor and any Government employee other than the CO on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed CO. The Contractor is hereby put on notice that in the event a Government employee other than the CO directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the CO before making the deviation. Payments will not be made without being authorized by an appointed CO with the legal authority to bind the Government.

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G.3 Government Representatives

This contract will be administered by an authorized representative of the CO, designated as the Contract Specialist (CS). In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms and conditions of the contract between the Contractor and any person other than the CO be effective or binding upon the Government, unless formalized by proper contractual documents executed by the CO prior to completion of this contract. The COR will be designated by the CO as the authorized representative of the CO. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should only be contacted regarding issues of a technical nature.

G.4 Submission of Invoices – IPP

Progress payments (Transition In Only) are authorized in accordance with FAR 52.232-16. The Contractor shall bill no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

- Name
- Labor Category(s) and Hourly Rate
- Time Period Covered
- Productive Direct Labor Hours for the current billing period and cumulative to date (for Labor Hours CLINs)
- Any Travel or Other Direct Costs (ODCs) incurred (with supporting documentation / receipts for all charges) for the current billing period and cumulative to date
- The CLIN being invoiced

Invoices shall be submitted electronically through the Internet Payment Platform (IPP), the U. S. Department of the Treasury's Internet Payment Platform System, at <https://www.ipp.gov/>. Please direct all IPP inquiries to the IPP Production Helpdesk at (866) 973-3131 or ippgroup@bos.frb.org. Hardcopy invoices shall not be accepted, unless requested by the CO or the IPP Team.

IPP Electronic Invoicing Requirements

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov/>.

The Contractor must use the IPP website to register, access, and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Transition Requirements

At contract award, the contractor shall implement a 3-month Transition In period to transfer the Military and Family Life Counseling contract from the predecessor contractor to the incoming Contractor.

H.2 Clause Modifications

Due to potential unforeseen circumstances attributable to the requirements solicited under this contract, the Government reserves the right to add, delete or modify clauses to facilitate specific conditions.

H.3 Conflict of Interest

It is the Department of the Interior's policy to avoid situations in the procurement process where, by virtue of work or services performed for DOI or DoD, or as the result of data acquired from DOI, DoD, or from industry, a particular company:

- a. Is given unfair competitive advantage over the companies in respect to future DOI or DoD business;
- b. Is placed in a position to affect Government actions under circumstances in which there is danger that the company's judgment may be biased; or
- c. Otherwise finds that a conflict exists between the performance of work or devices for Government in an impartial manner and the company's self-interest.
- d. If the Contractor has reason to believe that a task assigned by the CO or a task being performed by the Contractor violates this policy, the Contractor shall promptly notify the CO in writing and state the reasons why a conflict of interest exists, or may appear to exist. After receiving such notice the CO shall promptly inform the Contractor whether it should begin, or continue, the assigned task.
- e. Financial counselors shall provide service delivery that meets the standards in DODI 1342.27, and assist service members and their families with personal financial readiness. Regular reviews of Activity Reports and quality assurance reviews of financial services shall indicate that all financial counselors are practicing within the authorized scope of care.
- f. Further, the contractor shall ensure that all personnel maintain the highest degree of sensitivity, compassion, and respect for service members and their families. The offeror shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor.

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H.4 Organizational and Consultant/Counselors Conflict of Interest

The Contractor shall insert the substance of this clause in all subcontracts.

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as contemplated under FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that it will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances, which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- d. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- e. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the Contract.
- f. The Contractor/counselors shall remain free of any conflicts of interest when issuing referrals to service members or families. All personnel performing under this contract are expressly prohibited from self-referrals and referring service members and their families to any counseling practice for which the counselor may have a personal, financial or other interest.

H.5 Supervision of Contractor Personnel

- a. All personnel assigned to render services under this contract shall be at all times under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees and all personnel performing under this contract (including all subcontractors, counselors, and independent consultants) in the performance of the services required under this contract.
- b. If the Contractor finds clarification necessary with respect to the scope of the services, which are non-personal services, to be performed hereunder, he/she shall request in writing such clarification from the CO.
- c. Any and all personnel performing work under this contract shall not, at any time during the contract period of performance, represent themselves as employees of the U.S. Government.

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H.6 Removal of Contractor/ Counselor Personnel

It is understood that all personnel assigned by the Contractor to the performance of work hereunder must be acceptable to the Government in terms of personal and professional conduct and must successfully initiate a full background investigation before obtaining access to the premises. Any person in the Contractor's organization, or in any subcontractor's organization, who is deemed by the CO or the COR to conflict with the interest of the Government, shall be immediately removed from this contract. The reason for removal shall be fully documented in writing by the CO. Any security violations, denials or revocations of security clearance may be construed as grounds for immediate removal from the premises and the contract. Further, the Government shall have the right to cause the contractor to replace any individual who is determined by the Government to be a security risk, under the influence of alcohol or drugs, physically or mentally impaired (or otherwise unable to fulfill their rotation) to the extent that they cannot perform the tasks established by the contract, or performing in any way that appears to be inconsistent with commercial standards of ethics and/or practice. Such determinations will be made in collaboration with the CO, COR and/or Government Program Manager. These determinations shall not relieve the contractor from meeting the performance requirements of the contract.

H.7 Non-Payment for Additional Work

Any additional services or a change to the work specified which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed CO except as may be explicitly authorized in the contract, is not authorized and will not be paid for by the DOI. Only a duly appointed CO is authorized to change the specifications, terms and conditions of this contract.

H.8 Key Positions and Personnel

- (a) The contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the key position requirements. Key positions, as defined by the Government (Section C, 7.0), include the Program Director, Deputy Program Director, all Subcontractor Managers within the prime contractor's organization, the primary subcontractor manager within the subcontractor's organization (for subcontractors proposed to perform major or critical aspects of this requirement), Contract Administrator, Quality Assurance Manager, and Financial Manager. The offeror may propose additional key positions to be fulfilled by key personnel. No substitution or addition of key personnel or addition/deletion of key positions will be made except in accordance with this clause.
- (b) The contractor agrees that to ensure continuity, personnel will remain on the project as long as they are employed with the company and performing satisfactorily. Personnel substitutions will be permitted in the event of illness, death, or termination of employment. Substitution may be made for a person receiving a professional promotion during contract performance as long as they remain performing as key personnel under this contract. In any of these events, the contractor must promptly notify the CO or COR in writing and provide the information required by paragraph (d) below.

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- (c) If key personnel, for whatever reason, become unavailable to work under this contract for a continuous period exceeding 30 working days, or are expected to devote, or are currently performing less effort to the work than indicated in its proposal, the contractor must propose a substitution or reduction of effort of such personnel, in accordance with paragraph (d) below.
- (d) All proposed key personnel substitutions or key position additions/deletions must be requested, in writing, to the CO and COR at least 15 days prior to the proposed change. Each request must provide a detailed explanation of the circumstances necessitating the proposed change, a complete resume from the proposed substitute and personnel to be replaced, and any other information required by the CO to approve or disapprove the proposed change. Resumes for key personnel substitutions or additions must be submitted in contractor format, no longer than three pages, and signed by the individual and an authorized company representative certifying the accuracy of the information contained therein. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal or higher than the qualifications of the person being replaced. No change in fixed unit prices may occur as a result of key personnel substitution.
- (e) The CO will evaluate requests for substitutions and additions of personnel or positions and notify the contractor, in writing, whether a request is approved or disapproved.
- (f) The persons named below are considered to be key contractor's personnel and essential for the successful completion of all work assigned under the contract:
 - See Attachment J-16, List of Zeiders Key Personnel

H.9 Permits and Licenses

In performance of work under this contract, the contractor must, without additional expense to the Government, be responsible for obtaining any necessary license(s), permits, background checks, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of work. The contractor shall verify all licensing, certification and/or compliance with industry accepted standards for the performance of counseling services.

H.10 Travel

The Government anticipates that travel may be required in the performance of this contract. Total travel costs will have a Not to Exceed (NTE) ceiling. No travel expenses submitted in excess of the NTE ceiling will be reimbursed without approval from the DOI CO.

Travel by the Contractor's staff, including subcontractors, in support of this project will be reimbursed by DOI provided:

- 1) The specific travel is authorized in advance and in writing by the COR, Program Manager, or CO. The contractor's staff and subcontractors shall provide the COR adequate time to review and approve travel plans. Note: all travel must be approved in advance by the COR. The Government will not pay for any travel that is not approved in advance.
- 2) All travel costs and per diem costs must conform to the current Federal Travel Regulations (FTR) in effect at the time of travel authorization, including but not

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limited to, daily per diem and lodging rates in effect for the area at the time of the travel. Expenses not in conformity with the FTR will not be reimbursed and should not be submitted.

- 3) Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the COR, Program Manager, or CO is obtained prior to commencing the trip. Approval shall be requested at least 90 calendar days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. Foreign travel under this contract is defined as any travel outside of the United States and its territories and possessions.
- 4) Costs incurred by contractor personnel on official company business, whether foreign travel and/or domestic/local travel, are allowable, subject to the limitations contained in the Federal Acquisition Regulations (FAR) 31.205-46 – Travel Costs Receipts and other written evidence to support submitted travel expenses shall be retained by the Contractor for the duration of the contract plus one year, and made available to the CO or COR upon request. Travel not supported by receipts or other evidence will not be reimbursed and should not be submitted.

The contractor shall state on all invoices that include claims for travel reimbursement that those claims are fully supported by proper documents, that the documents are available for audit, and that the claims confirm to the FTR.

H.11 Security

U.S. Citizenship: All contractor personnel performing the work as outlined in the PWS must be a U.S. citizen.

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

The Common Access Card (CAC): The Common Access Card (CAC) will be issued only when appropriate, in accordance with current guidance, and approved or requested by OSD.

Section 508 Compliance Requirements: All electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, which is viewable at <http://www.section508.gov>.

National Industrial Security Program: The contractor shall not require access to national security information at the time of initial contract award; however, a future requirement may involve an operation that will require access to national security

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information. At that point, specific requirements shall be defined which will include, but not be limited to, contractor personnel being able to obtain a SECRET Security Clearance.

Access to DoD Information Systems: Select individuals who require access to DoD information systems regardless of CLASSIFICATION level must be U.S. Citizens and be determined trustworthy as a result of a favorable completion of a National Agency Check (NAC).

Operations Security (OPSEC): The contractor, to include subcontractors, shall use the OPSEC process to protect FOR OFFICIAL USE ONLY and Privacy Act information under this contract. This information is defined as controlled, unclassified information obtained or generated as a result of Military and Family Life Counseling business operations. The contractor/subcontractor shall not disclose controlled, unclassified information to the public or any other organization outside of the Military and Family Life Counseling contract framework of providers without the written approval from the COR or the CO.

H.12 Standards

Services must adhere to standards of practice set forth by relevant Service/DoD policies, federal, state, and local laws.

The Contractor must demonstrate sound professional judgment and highest ethical standards in executing contract responsibilities.

The Contractor must be able to operate independently to assess a variety of family needs.

H.13 Representation

The Contractor will not represent the government at any state, federal, or military meeting or event.

H.14 Coordination and Communication

The Contractor will coordinate all program management, communication and service delivery through the COR.

H.15 Contractor Attire

Contractor shall wear professional appropriate apparel, i.e., dresses, skirts, pants or slacks, shirt or blouse with collar and sleeves, shoes and socks. Tank-top shirts, cut-offs, shower shoes or similar items of apparel are prohibited. Clothing shall be clearly distinguishable from all U.S. Military Uniforms. Contractor shall maintain a neat well-groomed appearance at all times to facilitate credibility with clients, staff, and command.

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H.16 Small Business Participation Reporting and Compliance

It is the Government's expectation that the successful offeror will strive to meet or exceed the DOD's Ability One, Small Business, Woman Owned Small Business (WOSB), Historically Underutilized Business Zone (HubZone), Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SD-VOSB), and Small Disadvantaged Business (SDB) subcontracting goals proposed in response to this solicitation and throughout the period of performance of the resulting contract. The Government will audit compliance with the subcontracting goals proposed.

H.17 Subcontracting Compliance

The contractor's subcontracting plan, with a minimum subcontracting requirement of at least 25% of this effort, will remain in effect through the life of this contract. Annually, upon the exercise of any option period, the contractor will provide a letter report to the CO showing how this requirement was met during the preceding 12 months. The contractor understands and acknowledges that this requirement is a material part of the contract, and that failure to meet this requirement is a breach of contract, which may subject the contractor to a termination for cause action.

The Subcontracting Plan submitted by Zeiders is hereby incorporated into this contract, and can be found in Section J, Attachment 14.

H.18 Electronic Transmission of Data

The contractor shall be fully capable and willing to electronically transmit data (i.e. proprietary data, deliverables, pricing data) to the Government.

H.19 Data Use, Disclosure of Information, and Handling of Sensitive Information:

The contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of client information. The contractor shall provide information only to the government, employees, contractors, and subcontractors having a need to know such information in the performance of their duties.

All information regarding military operations information, particular matters disclosed by servicemembers which may be of a sensitive military nature, and any other similar information under this contract must be regarded as sensitive information by the contractor and not to be disclosed to anyone outside the contractor's organization without the written authorization from the CO.

19.1. The contractor shall establish appropriate administrative and physical safeguards to ensure the security and confidentiality of client information and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to the client.

19.2. All employees, contractors, and subcontractors who will have access to client information will be advised of the confidential nature of the information, that the information is subject to the requirements of the Privacy Act of 1974, and that unauthorized disclosures of client information may result in the imposition of possible criminal penalties.

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- 19.3. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, clients or otherwise, which are not public information.
- 19.4. Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement from the CO.
- 19.5. If public information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission from the CO may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor will consult with the COR/CO regarding use of that information for other purposes.
- 19.6. The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a specific purpose and extent authorized herein.
- 19.7. Performance of this effort may require the contractor to access and use data/information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.
- 19.8. Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval from the CO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor.
- 19.9. All data received, processed, evaluated, loaded, and/or created shall remain the sole property of the Government unless specific exception is granted by the CO.

H.20 Government Furnished Information (GFI) / Government Furnished Property (GFP)

- 20.1. **Government Furnished Information:** The contractor shall be furnished project descriptions, program briefing material and other pertinent information as well as other documentation or material required to carry out the tasks requested in the PWS.
- 20.2. **Government Furnished Property:** For most locations, counselors will need limited computer access. In lieu of providing a CAC for computer access, alternate locations for computer access is recommended. If it is necessary for the contractor to perform duties in government space, the contractor shall have full access to GFP and software to perform the duties of the project. The government (installation) shall furnish the computer hardware, software, and

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supporting GFP materials and facilities, as required, in support of the tasks required in the PWS.

H.21 Services for this Commercial Agreement

Any function, task or responsibility not specifically described in this contract but nevertheless considered an inherent part of the commercial services described and required for the proper performance and provision of services shall be deemed included for the purposes of this contract.

H.22 Performance Assessment

The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. In addition, the government reserves the right to inspect for contract compliance and quality by following various methods which include but are not limited to random sampling, periodic inspection, customer satisfaction surveys/discussions, and data calls via ad hoc reports. This formal/informal sampling may take place at any location and at any time during performance of this contract.

The Quality Assurance Surveillance Plan (QASP) submitted by Zeiders is hereby incorporated into this contract, and can be found in Section J, Attachment 15.

H.23 Requirement for International Health Insurance

Counselors who provide services under this contract in an overseas capacity (OCONUS) must obtain and maintain a valid international health insurance policy which covers catastrophic incidents for the entire duration that they provide services in the OCONUS locale. Counselors must understand the limitations of their policies, as well as local customs for payment, to ensure that all payments are reconciled with medical treatment facilities for any services rendered. Counselors must be able to provide their insurance policy number in the event it is required by U.S. Installation access request procedures.

H.24 Post Award Evaluation of Contractor Performance

a) Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR and the CO, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR and/or CO, prior to the exercise of any option period of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

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b) Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://www.cpars.csd.disa.mil/cparsmain.htm>

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review/comment. In addition, the Contractor will be required to identify an alternate contact that will be responsible in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

H.25 Authorized Changes only by the CO

- (a) No order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the CO, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The CO is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the CO's. In the event the contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H.26 Contracts to be Performed in the Federal Republic of Germany

- (a) In accordance with the exchange of notes (dated 27 Mar 98) implementing the Provisions of Articles 72 and 73 of the German Supplementary Agreement (SA) to the North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA), non-German citizens of a NATO member country who perform services on US Government contracts shall not start work in Germany without meeting one of the following criteria:
 - (1) Technical Expert Status accreditation (TESA)
 - (2) Troop Care Status accreditation (TCSA)
 - (3) Analytical Support Status accreditation (ASSA)
 - (4) Military Exigency (ME) via TESA or ASSA
 - (5) TESA/ASSA TDY
 - (6) Exemption from German work permit ("fax back")
 - (7) German work permit or compliance with European Union member nation exchange laws and regulations
 - (8) Certificates of limited tax liability and a German work permit

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- (b) In order to request status under paragraph (a)(1) through (a)(5) above, immediately after contract award, the contractor shall submit to the contracting officer a Contract Notification package. The contractor shall submit Technical Expert Status (TES)/ Troop Care Status (TCS)/ Analytical Support Status (ASS) application packages for any employees for which TES/TCS/ASS accreditation is sought within three business days of the individual being hired.
- (c) The packages/applications cited in paragraph (b) above shall be submitted through the contracting officer (or the contracting officer's appointed representative) to DOCPER. DOCPER's contact information is available at the DOCPER Internet site <http://www.chrma.hqusareur.army.mil/>
- (d) A 10-week temporary TES or ASS may be granted by the US Government for purposes of Military Exigency (ME). ME is granted for time sensitive, mission critical positions for the purpose of permitting individual contract employees, who upon initial review of the application appear to meet the requirements of TES or ASS, to begin working in Germany prior to TES/ASS accreditation.
- (e) The contractor shall notify the contracting officer within three days in writing of TES/TCS/ASS accreditation duties or when a TES/TCS/ASS employee is no longer assigned to the position for which TES/TCS/ASS accreditation was granted.
- (f) The contractor shall ensure that identification cards and/or other logistics support documents pertinent to, or peculiar to, TES/TCS/ASS are turned over to the issuing office upon termination or transfer of individual contractor employees. Within three days of completion, the contractor shall provide written proof to the contracting officer that all identification cards and other logistics support documents have been returned to the government.
- (g) The contractor shall allow German government authorities to visit the contractor's work areas for the purpose of verifying the status of positions and personnel as Technical Expert (TE)/Troop Care (TC)/Analytical Support (AS) employees. Such visits will not excuse the contractor from performance under this contract or result in increased costs to the Government.
- (h) The contract price shall not be subject to an economic adjustment with regard to TES/TCS/ASS in the event that:
 - (1) the contract and any or all positions identified in the contractor's proposal are disapproved for TES/TCS/ASS accreditation; or
 - (2) any or all positions submitted for TES/TCS/ASS consideration during the life of the contract are disapproved for TES/TCS/ASS accreditation; or
 - (3) any or all contractor employees are denied TES/TCS/ASS; or
 - (4) TES/TCS/ASS accreditation is rescinded during the life of the contract.
- (i) If the contractor's employees will be performing in the Federal Republic of Germany under the conditions identified in paragraphs (a)(6) through (a)(8) of this clause, DOCPER is not involved in the process.

(End of Clause)

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H.27 SOFA Clause: Invited Contractor or Technical Representative Status Under U.S. – Republic of Korea (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

- (b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.
- (c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- (d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

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- (e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.
- (f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.
- (g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- (h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.
- (i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.
- (j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.
- (k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:
 - (1) Completion or termination of the contract.
 - (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
 - (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.
- (l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed

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that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support:

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)

(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor

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employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-Combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

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H.28 Contract Performance in Japan – (In accordance with the “Agreement Under the Treaty of Mutual Cooperation and Security Between the United States of America and Japan, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan”)

I. GENERAL: The Status of Forces Agreement between the U.S. and Japan (SOFA) governs the rights and obligations of the U.S. armed forces in Japan. Contractor employees and their dependents accorded privileges under SOFA Article I(b) remain subject to all the laws and regulations of Japan unless expressly exempted by the SOFA. Commander, United States Forces Japan is primarily responsible for interpreting the SOFA and local law for U.S. Forces in Japan, to include determining the applicability of Article I(b) to a specific U.S. forces requirement in Japan.

II. SOFA ARTICLE I(b):

- a. SOFA Article I(b) status: Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:
 1. U.S. nationals;
 2. not ordinarily resident in Japan;
 3. present in Japan at the invitation of, and solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces (including Foreign Military Sales contracts); and
 4. not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV, or dependents of such contractors or contractor employees.
- b. SOFA Article I(b) procedures. Contractor personnel must obtain authority to enter Japan under SOFA Article I(b) through their employer and the KO. After determining that the personnel meet the requirements for SOFA Article I(b) status, the KO may issue a Letter of Identification. The Letter of Identification should include a statement that the individual is entering Japan under SOFA Article I(b).
- c. SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and do not inure to the employer.
 1. Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

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2. Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;
3. Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;
4. Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the U.S. armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through U.S. military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;
5. Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
6. Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the U.S. armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
7. If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by U.S. military authorities as provided for in SOFA Article XV;
8. The transmission into or outside of Japan of U.S. dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;
9. The use of postal facilities as provided for in SOFA Article XXI;
10. Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
11. Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the U.S. shall have the right to exercise such jurisdiction as is conferred on it by the law of the U.S.

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III. Logistic Support: Logistic support, including but not limited to, the items below shall be provided on a reimbursable basis to the contractor employees and their dependents granted SOFA Article I(b) status under this contract, subject to availability as determined by the installation commander or designee.

1. Navy, Base or Post Exchange, exchange service stations, theaters, and commissary;
2. Laundry and dry cleaning;
3. Military banking facilities;
4. Transient billeting facilities;
5. Open mess (club) membership, as determined by each respective club;
6. Casualty assistance (mortuary services);
7. Routine medical care for U.S. citizens & emergency medical care for non-U.S. citizens;
8. Dental care, limited to relief of emergencies;
9. DoD Dependent Schools on a space-available and tuition-paying basis;
10. Postal support, as authorized by military postal regulations;
11. Local recreation services on a space-available basis;
12. Issuance of U.S. Forces, Japan Operator's Permit;
13. Issuance of vehicle license plates.

(End of Clause)

H.29 Reserved

H.30 Performance Locations

Performance locations have been assigned a primary and secondary provider of services, as listed in Section J, Attachment 13. Zeiders is required to perform at its designated primary locations. However, these designations may be adjusted unilaterally by the Government based on the ability or inability of the designated primary provider to support its locations with local counselors.

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SECTION I – CONTRACT CLAUSES

I.1 FAR 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 address: <http://farsite.hill.af.mil/>

FAR CLAUSES		
52.202-1	Definitions	JUL 2012
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personnel Identity Verification of Contractor Personnel	JAN 2011
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.212-4	Contract Terms and Conditions—Commercial Items	FEB 2012
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 2010
52.222-29	Notification of Visa Denial	JUN 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-14 Alt I, II, III, IV and V	Rights in Data – General	DEC 2007
52.227-17	Rights in Data – Special Works	DEC 2007
52.227-18	Rights in Data – Existing Works	DEC 2007
52.228-5	Insurance-- Work on a Government Installation	JAN 1997
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-7	Payment Under Time-and-Materials and Labor Hour Contracts	FEB 2007
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.233-1 Alt I	Disputes	DEC 1991

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52.237-3	Continuity Of Services	JAN 1991
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.245-1 Alt I	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-20	Warranty of Services	MAY 2001
52.246-25	Limitation Of Liability—Services	FEB 1997
52.247-12	Supervision, Labor or Materials	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

DFARS CLAUSES		
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	JUN 2012
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights in Special Works	JUN 1995

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252.227-7021	Rights in Data--Existing Works	MAR 1979
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

DIAR CLAUSES		
1452.203-70	Restrictions on Endorsements	JUL 1996
1452.215-70	Examination of Records by the Department of the Interior	APR 1984
1452.224-1	Privacy Act Notification	JUL 1996

I.2 FAR Clauses Incorporated by Full Text

52.203-14 – Display of Hotline Poster(s) (Dec 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from:
 1-800-424-9098 or e-mail: hotline@dodig.mil
http://www.dhs.gov/xoig/about/gc_1163703329805.shtm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

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- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2012)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

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(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(11) [Reserved]

(12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (July 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

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(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Mar 2012) of 52.225-3.

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___ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

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___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.
(Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C.
5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-6 -- Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

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52.217-8 – Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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 5 days prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.245-2 – Government Property Installation Operation Services (April 2012)

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause:
Office space and general office equipment as available at the installation

(End of clause)

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I.3 DFARS Clauses Incorporated by Full Text

252.204-7000 Disclosure of Information (Dec 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—
 - (1) The Contracting Officer has given prior written approval; or
 - (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Mar 2006)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
 - (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from PGI 225.7403-1.

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PGI 225.7403-1 General.

Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

- (1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.
- (2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
- (3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.
- (4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <https://atep.dtic.mil>.
- (5) For defense agency contracts: The appropriate agency security office.
- (6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

252.232-7007 Limitation of Government's Obligation (May 2006)

- (a) Contract line item(s) ALL CLINS are incrementally funded. For these item(s), the sum of REFERENCE SECTION J, ATTACHMENT 1 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (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 is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The

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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 a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) 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 as to the period of contract performance which 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 contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, 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 prior to termination allot additional funds for the performance of 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 allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded 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."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

REFERENCE SECTION J, ATTACHMENT 1.

(End of clause)

CONTRACT NUMBER: D12PC00481
 CONTRACTOR: ZEIDERS ENTERPRISES, INC.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

DOCUMENT NUMBER	DOCUMENT DESCRIPTION
Attachment J-1	CLIN Structure
Attachment J-2	<i>Reserved</i>
Attachment J-3	Glossary of Terms
Attachment J-4	<p>DoDDs:</p> <ul style="list-style-type: none"> a. 5200.02 – DoD Personnel Security Program b. 6495.01 – Sexual Assault Prevention and Response Program <p>DoDIs:</p> <ul style="list-style-type: none"> c. 1342.22 – Military Family Readiness d. 1344.07 – Personal Commercial Solicitation on DoD Installations e. 1402.5 – Criminal History Background Checks on Individuals in Childcare Services f. 6400.06 – Domestic Abuse Involving DoD Military and Certain Affiliated Personnel g. 6490.06 – Counseling Services for DoD Military, Guard and Reserve, Certain Affiliated Personnel, and Their Family Members
Attachment J-5	Duty to Warn
Attachment J-6	DoD Subcontracting Goals
Attachment J-7	USFK Reg 700-19; Status of Forces Agreements (SOFA) the U.S. government maintains (present and future) with foreign governments
Attachment J-8	<i>Reserved</i>
Attachment J-9	<i>Reserved</i>
Attachment J-10	Eligibility Matrix
Attachment J-11	DD 254 – DoD Contract Security Classification Specification
Attachment J-12	<p>Report Templates</p> <ul style="list-style-type: none"> a. PFC Monthly Utilization Report (MUR) Rotational Template b. PFC Monthly Utilization Report (MUR) OnDemand Template
Attachment J-13	Primary and Secondary Performance Locations (Section H.30)
Attachment J-14	Subcontracting Plan (Section H.17)
Attachment J-15	Quality Assurance Surveillance Plan (QASP) (Section H.22)
Attachment J-16	List of Zeiders Key Personnel (Section H.8)

ATTACHMENT J-1, CLIN STRUCTURE

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2	Explanation of Spreadsheet Columns (1 page)
3	Base Period (2 pages)
4	Option Period I (2 pages)
5	Option Period II (2 pages)
6	Option Period III (2 pages)
7	Option Period IV (2 pages)

COLUMN	EXPLANATION
CLIN # & Type	Contract Line Item Number & CLIN type (FFP, LH, etc.)
CLIN Description	Brief description of services, to align with Section B.6 of the contract.
Unit of Issue	Manner in which the CLIN is delivered and invoiced.
Baseline Qty	Awarded quantity of services that the contractor is required to perform.
Max Qty	Maximum quantity of services that the contractor may be asked to perform.
Hourly Rate	Labor rate on an hourly basis.
Monthly Price per FTE	Monthly Price per FTE
Monthly Price, Baseline Qty	Baseline quantity x Monthly Price per FTE or NTE total for Program Management based on Baseline Qty
Monthly Price, Max Qty	Maximum quantity x Monthly Price per FTE or NTE total for Program Management based on Max Qty
Total Price, Baseline Qty	Monthly Price, Baseline Qty x applicable # of months*
Total Price, Max Qty	Monthly Price, Max Qty x applicable # of months*
Previous Contract Funding	Funding applied via any previous contract actions.
Current Action Funding (Contract Award)	Funding being applied via the current contract action.
Total Contract Funding	Sum total of funding, combining the previous contract funding and the current action funding.

*CLINs supporting school and summer programs may be 9 or 3 months respectively. All other CLINs are configured for 12 months of support. This applies to CYB and PFC only.

Contract Number:
D12PC00481

**Attachment J-1, CLIN Structure
Contract Summary**

Contractor:
Zeiders Enterprises, Inc.

Total Price, Maximum Quantity Summary							
MET #	Description	Base Period	Option Period I	Option Period II	Option Period III	Option Period IV	Total
MET 3	PFC					(b) (4)	\$ 166,024,078.61

Total Price, Maximum Quantity, All Periods of Performance: \$ 166,024,078.61

Total Price, Baseline Quantity Summary							
MET #	Description	Base Period	Option Period I	Option Period II	Option Period III	Option Period IV	Total
MET 3	PFC					(b) (4)	\$ (b) (4)
Total Price, Baseline Quantity, All Periods of Performance:							\$

Contract Funding Summary (Total)							
MET #	Description	Base Period	Option Period I	Option Period II	Option Period III	Option Period IV	Total
MET 3	PFC	\$ 8,116,199.72	\$ -	\$ -	\$ -	\$ -	\$ 8,116,199.72
Contract Funding, All Periods of Performance:							\$ 8,116,199.72

Submitted By:
Zeiders Enterprises, Inc.

**Military & Family Life
Counseling Program (MFLC)**

Solicitation: D11PS18854

**Personal Financial Counseling (PFC)
Mission Execution Task**

FINAL PROPOSAL REVISION

Volume II – Subcontracting Plan

Electronic Softcopy

Submitted To: ATTN: Sharon E. Hallinan – Contracting Officer
Solicitation # D11PS18854
Department of Interior, National Business Center
Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon, VA 20170-4817



SOURCE SELECTION INFORMATION – See FAR 2.101 and 3.104

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

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Cross Reference Matrix

RFP Requirement	PWS/ CLIN	Sec L	Sec M	Other	Section	Page
Subfactor I: Subcontract Management						
Submit Subcontracting Plan, including teaming arrangements and processes for;					1.0	5-24
Managing					1.4.1	18
Communicating					1.4.2	19
Selecting					1.1; 1.2; 1.4.3	5; 6; 20
Directing		L.18 F4 SI	M.4 F4 SI		1.4.1	18
Coordinating					1.4.4	20
Integrating					1.4.5	21
Decision making					1.4.6	22
Information sharing					1.4.7	22
Problem resolution					1.4.8	22
Performance monitoring					1.4.9	23
Submit prior business relationships with subcontractors					1.4.10	23
Discuss abilities to meet subcontracting goals on previous government contracts		L.18 F4 SI	M.4 F4 SI		1.5	24
Describe the work to be performed by small businesses					App A; 1.2	A1-A77; 6-16
Identify all major subcontractors					1.2.1.5; 1.2.2	12; 13
Include Organizational and Consultant/Counselor Conflict of Interest Clause in all subcontracts				H.4	App C	C1-C9
Provide letters from all major subcontractors consenting to the release of past performance information		L.18 F5 1.4	M.4 F5		App D	D1-D6
Include approved Master Subcontracting Plan that contains all Small Business Subcontracting Plan elements, except goals		L.18 F4 SI	M.4 F4 SI	FAR 19.704	App B	B1-B9
Submit Subcontracting Plan elements not contained in approved Master Subcontracting Plan, conforming to the requirements of FAR subpart 19.7, including;					1.3; 1.4; 1.5; 2.0	16; 18; 24; 25
Subcontracted supplies and services					App A; 1.2	A1-A77; 6-16
Method used to develop subcontracting goals					1.1; App B	5; B8
Method used to identify potential sources		L.18 F4 SI	M.4 F4 SI	FAR 19.704	1.1; 2.2; App B	5; 25; B4
Name of the individual who will administer the subcontracting program and description of duties					1.3	16
Description of efforts to ensure small businesses have equitable opportunity to compete					2.2; App B	25; B6
Inclusion of clause 52.219-8, Utilization of Small Business Concerns in subcontracts that offer further subcontracting opportunities					App B	B6
Assurance to cooperate in any studies or surveys					1.3.1; App B	17; B7
Assurance to submit ISR, and SSR using eSRS					1.3.1	17

RFP Requirement	PWS/ CLIN	Sec L	Sec M	Other	Section	Page
Assurance that subcontractors with subcontracting plans submit the ISR and/or the SSR					1.3.1	17
Assurance to provide information to subcontractors required to enable entry of contract data into eSRS					1.3.1	17
Procedure for maintaining records to comply with plan and description of small business efforts					1.3.2, App B	17; B7
Subfactor II: Small Business Goals						
Submit Subcontracting Plan to demonstrate contract small business goals, including;					2.0	25
Separate percentage goals for small business types						
Total dollars planned to be subcontracted						
Total dollars planned to be subcontracted to small businesses		L.18 F4 SII ¶1	M.4 F4 SII	FAR 19.704	2.3	25
Separate statements and goals for the base year contract and each option year						
Statement whether indirect costs were included in establishing subcontracting goals and method used to determine proportionate share						
Describe commitment to and understanding of DoD's goals for small business concerns		L.18 F4 SII ¶1	M.4 F4 SII	J, Att. 6	2.1; 2.2	25
Describe ability to meet or exceed DoD small business goals					1.5; 2.3	24; 25
Demonstrate that amount of total subcontracted dollars (to all business types) will meet 25% requirement		L.18 F4 SII ¶1	M.4 F4 SII	H.17	2.3; Table 3	25; 26
Describe how small business participation will contribute to overall comprehensive subcontract goals.		L.18 F4 SII ¶2	M.4 F4 SII		2.3.1	28
Describe specific efforts to ensure contract meets or exceeds proposed goals		L.18 F4 SII ¶2	M.4 F4 SII	H.16	3.0	29

Zeiders Subcontracting Plan Executive Summary and Volume Overview

Executive Summary

Zeiders Enterprises, Inc. (Zeiders) is pleased to submit this proposal to provide Military Family Life Counseling (MFLC) Personal Financial Counseling (PFC) services to military service and family members. For over 25 years, Zeiders has provided military family support services with PFC services as our exclusive line of business. Simply stated, our goal is to partner with MC&FP to ensure that MFLC PFC services have a positive impact on the financial well being of military personnel and families.

Since the release of the Request for Information in 2009, Zeiders has worked to form a team that offers MC&FP a high return-low risk contract option – and we are confident that, upon review, you will agree that we achieved this goal.

Key benefits our proposal offers to MC&FP are:

- Over 25 years of proven experience providing PFC services to military service members, families, and operational commands at worldwide delivery sites;
- The largest possible worldwide network of credentialed PFC providers through the Association of Financial Counseling and Education (AFCPE), the Financial Planning Association (FPA), and the National Foundation for Credit Counseling (NFCC), the three non-profit credentialing organization specified in the solicitation;
- Demonstrated ability over the past 25 years to integrate PFC service delivery with the continuum of military support programs including Military One Source, Family Support Centers, financial aid associations (e.g. Army Emergency Relief, Navy Marine Corps Relief), and community organizations throughout the nation;
- Compensation and benefits proven to attract and retain an experienced and committed Management Team, as well as qualified, credentialed and motivated PFC providers;
- Military PFC program-focused training and professional resources to enhance the ability of PFCs to support the military community; and
- Off-the-shelf web-based (“cloud”) technology that supports seamless operations across the Zeiders Team and for PFC providers working around the world; and
- Well-qualified, trusted subcontractor team that includes Ability One, Service Disable Veteran Owned, Veteran Owned, Woman Owned and Small Disadvantaged businesses that exceed the solicitation’s “Outstanding” evaluation standard.

The Zeiders Team’s ability to understand and respond to the financial counseling and education challenges facing the military community is reflected in the fact that we have supported the Navy, Marine Corps, and Air Force in development of PFC Desk Guides and Standardized Curriculum used by Government and contract PFC providers worldwide.

As Zeiders developed our Team and management approach, we ensured that we satisfied two important dimensions of contract performance. The first dimension is compliance with the specifications and standards set forth in the solicitation. Zeiders’ 25 years’ of military PFC support experience, the depth of our PFC provider network, and our integrated Team management are all measures that our approach clearly achieves this essential baseline performance dimension.

However, Zeiders believes there is a second performance dimension that focuses on ensuring that the time, talent, and money invested in this contract results in a substantial improvement in the financial well being of military service and family members. Achievement of this performance dimension will improve the quality of military life and, in so doing, enhance operational readiness. Zeiders has always considered the “impact on lives” dimension to be the true test of value. It is the ability of the Zeiders Team to meet this second dimension of performance that demonstrates why we are a high return contractor of choice.

The key to the Zeiders Team’s ability to meet this second dimension of performance is our depth of military program knowledge and our proven training, orientation and professional development activities. Over years of successful performance, we have demonstrated our ability to combine program knowledge and training resources to develop motivated and qualified PFC providers into motivated and qualified **military** PFC providers. As demonstrated throughout this proposal, the Zeiders Team has proven ability to use synchronous and asynchronous training programs and Community of Practice approaches which allow PFC providers around the world to receive training and discuss best practice solutions in learning activities facilitated by Zeiders Team military PFC training experts.

In preparing our proposal, Zeiders also placed significant importance on developing a realistic and cost efficient delivery approach. Our approach is cost efficient because of Zeiders’:

- Very efficient indirect cost structure (our markup on direct costs is low);
- Use of proven technology tools to enhance visibility of real-time cost data to identify and resolve potential cost inefficiencies;
- Breadth and depth of our PFC provider network that maximizes our ability to use providers who live local to the service delivery site – minimizing travel costs; and
- Commitment to expanding the number of military spouses, veterans and retirees in our provider network – thus increasing over time our ability to have services provided by local providers.

Zeiders’ approach to a successful transition is built upon the belief that on the first day of the contract operations, MFLC PFC clients should say, “I did not know there was a change in contractor. Everything continued on as usual.” However, Zeiders’ contract performance expectation is that within six to 12 months after the transition, clients should say, “I am not sure what changed, but service has improved substantially.”

As you review this proposal, you will agree that the Zeiders Team offers MC&FP a high return-low risk contractor solution. We hope it is also clear that Zeiders has an unqualified commitment to enhance the quality of life for military members and their families and, in the process, enhance the ability of military commands to perform their missions. ***The Zeiders Team stands ready to work in partnership with MC&FP to achieve this common goal!***

Volume Overview

This volume demonstrates our subcontracting approach through six integrated features depicted in Figure 1. Collectively, these features showcase the Zeiders Team's ability to manage subcontractors and meet the small business goals established for this effort.

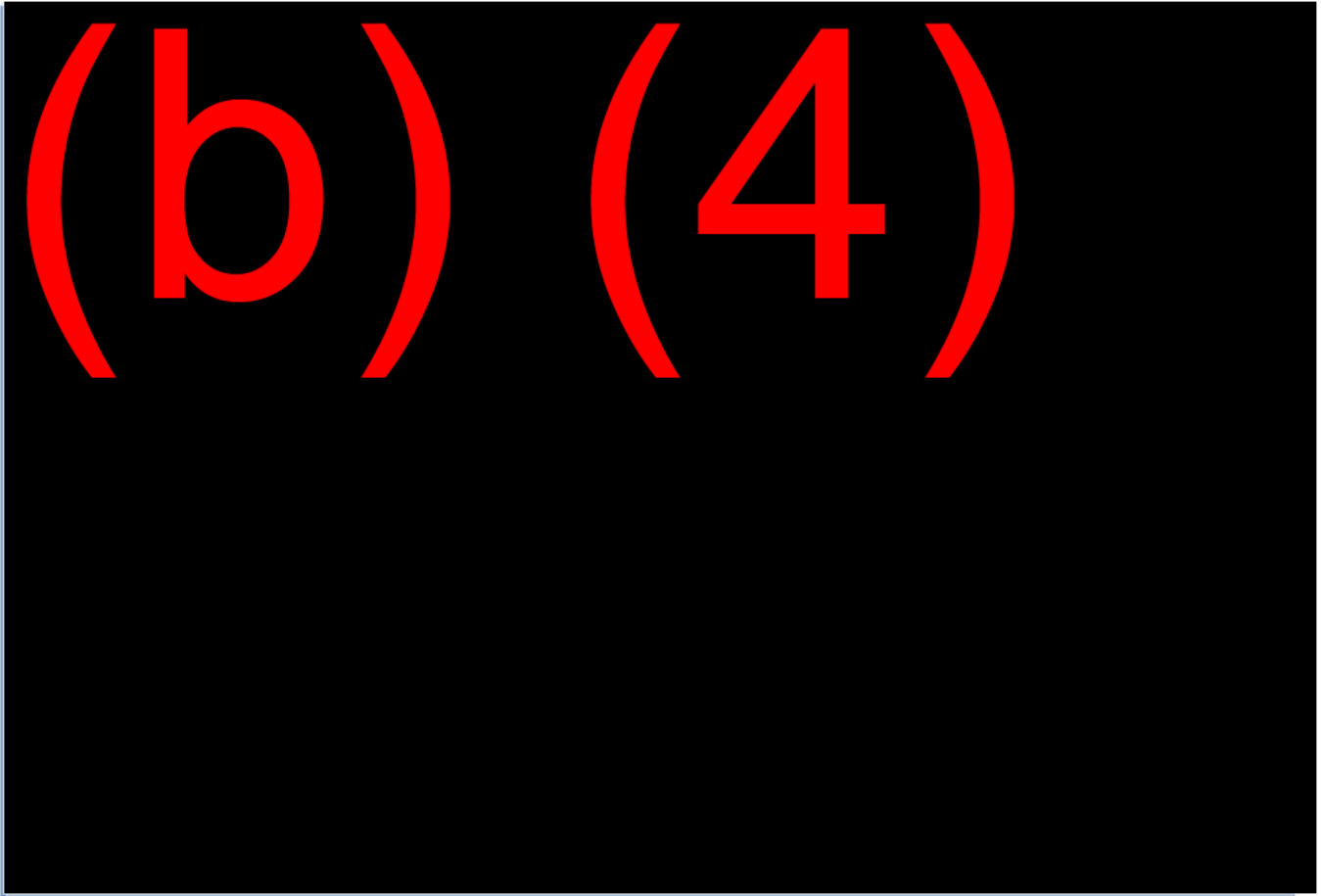


Figure 1 - The Zeiders Team Key Functions of Subcontract Management

For the MFLC PFC contract, we used our subcontracting approach with partners to strengthen and augment our PFC provider network capacity and to provide expertise and capabilities in selected, niche service and support areas. The Zeiders Team includes the following organizations supporting the PFC provider network:

- The Association for Financial Counseling and Planning Education (AFCPE);
- National Foundation for Credit Counseling (NFCC);
- The Financial Planning Association (FPA);
- The Bowen Group (Bowen), a Service-Disabled Veteran-owned Small Business (SDVOSB); and
- LFE Institute (LFE), a Woman-owned Small Business (WOSB).

Other specialized, niche support teammates include:

- Virginia Systems (VASI), a SDVOSB;
- Life Skills Education (LSE), a VOSB; and
- Didlake, an Ability One company.

Zeiders is wholeheartedly committed to utilizing small business concerns to support the MFLC PFC and other federal contracts. In 2010, Zeiders exceeded our DoD small business goals on the contracts which required a plan. We highly value our business arrangements with small businesses and seek not just to engage them on a particular effort to meet a specific goal, but to establish long-term partnering relationships grounded in mutually held values, trust, and respect.

Our Subcontracting Plan features will be discussed in the following sections:

1.0 Subfactor I: Subcontract Management:

Highlights corporate subcontract management; teammate experience and work to be performed; and discusses our Subcontracting Plan.

2.0 Subfactor II: Small Business Goals: Details our commitment and understanding of DoD's small business goals, and our approach and goals for the PFC MET contract.

3.0 Subcontracting Plan Risks and Mitigation Strategies: Highlights our strategies to mitigate the potential risks in relation to our subcontracting plan approach.

4.0 Zeiders Team Value: Provides a summary of the features and benefits our approach offers the Government.

Appendices: Appendix A contains our executed Teaming Agreements; Appendix B contains our negotiated Master Subcontracting Plan; Appendix C contains each subcontractor's Organizational Conflict of Interest (OCI) letter; and Appendix D contains Past Performance Consent Letters for our major subcontractors.

Throughout this volume, the Zeiders Team provides strong, compelling evidence of our proven capacity to manage subcontractors effectively and to meet the subcontracting goals.



Figure 2 - The Zeiders Team is comprised of niche small and large businesses.

Subcontracting Plan (Factor 4, and SEC H.16; H.17)

1.0 Subfactor I: Subcontract Management

For more than 25 years, Zeiders has provided support for military service and family members. With over 850 employees and (b) (4) Zeiders is an experienced Prime Contractor with mature corporate processes for subcontract management. We have direct experience with managing subcontractors in the delivery of worldwide military PFC services, such as on our U.S. Navy Commander, Navy Installations Command (CNIC) Global Staffing contract. Additionally, we have direct subcontracting experience with a number of small businesses through a variety of task orders delivered under our General Services Administration Management, Organization and Business Integration Services (MOBIS) contract (GSA # GS-10F-0134L) .


1.1 Subcontracting Approach

Over the years, Zeiders has grown by focusing on our customers with critical missions in the military community and family support sector. We have a strong track record of delivering contract results that meet or exceed service, and performance goals. On many of our contracts, we work extensively with large and small business subcontractors to deliver quality services.

For the MFLC PFC contract, we used our subcontracting approach to augment our PFC provider network and to provide expertise and capabilities in selected, niche support areas. We will follow our DCMA approved subcontracting plan and the specific subcontracting goals established for this contract. Our teammates were selected based on their technical capabilities, PFC and military experience, and ability to provide the required support for worldwide operations across all the MFLC PFC contract delivery dimensions – ongoing rotational, non-rotational full-time, short term surge, short term on-demand, and short term summer.

Our selection approach included these basic steps:

(1) (b) (4)



Zeiders has worked with many of our subcontractors for several years, working hand-in-hand delivering proven contractor services with mature, integrated processes that deliver the desired quality and performance with the lowest risk. Our subcontractors have worked closely with us in the proposal process to ensure Day One readiness to begin contract transition as a fully integrated and prepared team.

1.2 Teaming Arrangements and Roles

The Zeiders Team has a depth and breadth of expertise in military PFC services across the commercial, non-profit, and academic sectors. Table 1 below reflects the PFC Program Capability/Services and the respective Zeiders Team members designated to support Performance Work Statement (PWS) requirements.

Table 1 - The Zeiders Team Subcontractor Roles Reflect Their Niche Expertise

MFLC PFC Program Requirements	The Zeiders Team								
	Zeiders	Bowen	VASI	LFE	AFCPE	FPA	NFCC	Didlake	LSE
Financial Management Counseling Services									
Individual Counseling	(b) (4)								
Families and Couples Counseling									
Group Counseling									
Outreach Counseling									
Quality Control of Performance Standards									
PFC Supervision									
PFC Program Management Support									
IT Services (hardware, software, support)	(b) (4)								
Program Support Technology Application Maintenance and Customization									
Technology Distribution									
Training and Orientation of Service Providers									
Training and Resource Materials and Booklets (Development and Distribution)									
Subcontract Management									

We selected our subcontractors because they:

(1) (b) (4)

[Redacted text block]

Additional detailed information is provided below regarding our subcontractors, including the corporate information requested in L.16, relevant corporate experience, and the length and nature of our business arrangement. Appendix A contains our executed Teaming Agreements, Appendix B contains our negotiated Master Subcontracting Plan, and Appendix C contains each subcontractor’s OCI letter.

As defined in the PWS, each Zeiders Team member’s Subcontract Manager is a key position. The resumes and accompanying Letters of Commitment for our highly qualified teammate leaders is included in Volume IB, *Program Management*.

1.2.1 PFC Provider Network


Zeiders established a teaming relationship with three non-profit organizations that represent and support the major PFC provider credentials specified in the PWS -- AFCPE, FPA and NFCC. The Financial

Planning Association (FPA®) is the largest membership organization for personal financial planning experts in the United States. Our subcontracting approach, which brings together these recognized leaders in the PFC industry, greatly mitigates risk for the Government. For example, in addition to providing a PFC network with robust capacity, our teammates will provide access to their membership for additional military PFC recruitment advertising and sourcing of qualified, credentialed providers. In addition, AFCPE will support our PFC provider on-going training and professional development needs through the development and delivery of webinars as discussed further in Volume IB, *Program Management*. A primary goal of Zeiders’ subcontracting effort is to ensure that we offer MC&FP the most comprehensive PFC-provider network possible.

Zeiders also established teaming relationships with small businesses that have demonstrated leadership in the PFC industry to help staff positions with qualified, credentialed providers. LFE and Bowen will also support the PFC provider network with staffing augmentation. Zeiders and Bowen have worked together effectively on numerous DoD military community initiatives since Bowen’s founding in 2005.

The following sections summarize the PFC network providers on our proposed team.

1.2.1.1 Association for Financial Counseling and Planning Education® (AFCPE®)

 Contact Information Name: Gordon A. Genovese Email: ggenovese@afcpe.org Phone: 703-684-4484 Fax: 703-684-4485	Business Mailing Address 1940 Duke Street Suite 200 Alexandria, VA 22314	TIN	34-2017326
		DUNS	162299635
		NAICS	611430, 611699, 813920
		BUS SIZE	Large

The Association for Financial Counseling and Planning Education® (AFCPE®), is a large international non-profit, professional membership organization. AFCPE is the certifying body for the Accredited Financial Counselor® (AFC®) certification that is internationally recognized, and the AFC is the primary certification the Uniformed Services require of their on-installation Personal Financial Management counselors. AFCPE currently has over 2,000 counselors whom are certified through AFCPE. There are currently another 2,200 plus AFC candidates in the certification pipeline to earn their AFC. Accredited Financial Counselors (AFC) average between six and ten years of financial counseling experience.

Through our Zeiders Teaming Agreement included in Volume 2, *Subcontracting*, AFCPE is providing referral and sourcing support to recruit additional certified network providers as required, and supporting on-going web-based professional development training for the network.

AFCPE currently posts position openings for Zeiders and verifies the credentials of the AFCPE-certified AFC counselors who are providers. AFCPE and Zeiders will work closely together to expand the scope of advertising PFC position openings to maximize the number of AFCPE-certified AFCs within the MFLC provider network as required. AFCPE has also posted position openings and verified credentials for the MFLC and Military OneSource incumbent contractors as a membership service for their AFC members as described in their Past Performance overview contained in Volume 3, *Past Performance*.


AFCPE is also committed to providing professional educational opportunities to PFCs within the MFLC provider network and will work hand-in-hand with Zeiders to develop and field professional education offerings. The training will include a sufficient number of webinars per year with continuing education (CE) credits on topics that reflect emerging military financial needs. The webinars will be attended by assigned PFCs.

AFCPE® was founded in 1983 by a consortium of resident faculty teaching personal finance and financial planning. They are dedicated to improving personal financial management education, training, and certification of financial counselors, educators, and other related practitioners. Their stated purpose is to:

- Develop the profession of personal finance by promoting linkages among educators, practitioners, researchers, and with other relevant groups;
- Enhance the profession of personal finance by providing professional development; and
- Inform consumers, professionals and policymakers about personal finance issues.

The membership includes university faculty, cooperative extension service educators, and financial counselors working with the Department of Defense, military services, university financial aid offices, corporate employee assistance programs, credit unions, and non-profit financial education agencies and foundations.

1.2.1.2 National Foundation for Credit Counseling (NFCC)

 NATIONAL FOUNDATION FOR CREDIT COUNSELING <i>Knowing the difference can make all the difference.®</i>			
Contact Information Name: Robert Ensinger Email: rensinger@nfcc.org Phone: 202-677-4344 Fax: 202-677-4333	Business Mailing Address 2000 M Street Suite 505 Washington, DC 20036	TIN	53-0132493
		DUNS	183037779
		NAICS	813910, 813920
		BUS SIZE	Large

The National Foundation for Credit Counseling (NFCC) Inc., a large non-profit organization, will provide over 1,100 NFCC-certified PFC providers to the Zeiders Team from their network across the country. NFCC will coordinate contact with their member agencies to advertise staffing opportunities to support short term on-demand requirements.

Founded in 1951, the NFCC promotes the national agenda for financially responsible behavior and builds capacity for its members to deliver the highest quality financial education and counseling services. The NFCC is the nation's largest and longest serving national nonprofit credit counseling network, with more than 100 Member Agencies and nearly 850 offices in communities throughout the country.

Each year, four million people receive counseling and educational services from NFCC Member Agencies. More than one-third of all clients who come to an NFCC agency for counseling are able to manage their debt on their own after receiving financial education and counseling. NFCC helps clients to drive down their debt and take control of their finances.

NFCC has been providing support to the MC&FP Military OneSource (MOS) Program since July 2007. For MOS, they provide face-to-face financial counseling to service members for on credit, budget, debt, housing, and bankruptcy counseling in-person and via telephone when requested. The NFCC has successfully managed over 4,000 unique inquires to their National Locator Line phone service and conducted over 2,000 individual counseling sessions during the period of performance. In performance year 2010, NFCC Member Agencies completed 1,055 individual sessions with military service members. As part of the NFCC’s support, the NFCC and all participating Member Agencies submit monthly reports which summarize each individual counseling session. Key metrics tracked by NFCC for MOS include:

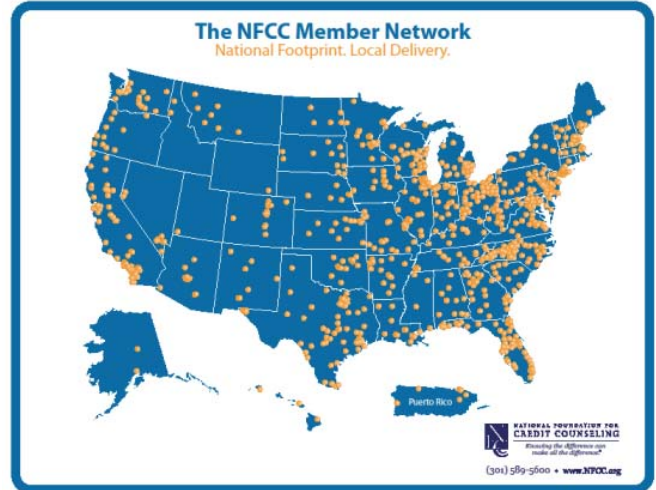


Figure 3 - NFCC brings the largest national nonprofit credit counseling network to the Zeiders Team of providers.

- **Counseling Need:** Budget/financial counseling, pre-purchase housing counseling, post purchase housing counseling, foreclosure prevention, predatory lending, reverse mortgage, and/or identity theft;
- **Options Discussed:** Improved budgeting, increase income, reduce debt and expenses, sale of assets, one-time workout/negotiation with creditor, debt management plan (DMP), bankruptcy;
- **Resolution/Outcome:** Brought debt current, sold assets, obtained a secondary income, entered a debt management plan, received home equity loan, refinanced mortgage, modified mortgage, deed-in-lieu, e-payment plan, obtained reverse mortgage, sold home, and bankruptcy.

The NFCC aggregates this individual metric information on a monthly basis and reports outcomes to Agency executives and the prime contractor. All Member Agencies which participate in the MOS program are required to certify they are in full compliance with the NFCC’s Member Quality Standards and the Council on Accreditation Standards at all times. During the performance period there have not been any performance problems/issues.

The NFCC is highly recognized within the industry and by creditors for its trademarked Counselor Certification Program. All NFCC member counselors must complete the NFCC’s comprehensive, quality training program to guarantee their ability to provide quality education and assistance to consumers.

1.2.1.3 Financial Planning Association® (FPA®)

FPA Contact Information <small>FINANCIAL PLANNING ASSOCIATION</small> Name: Marv Tuttle Email: marv.tuttle@fpanet.org Phone: 303-867-7106 Fax: 303-759-0749	Business Mailing Address 4100 E Mississippi Ave. Suite 400 Denver CO 80246	TIN	841521488
		DUNS	055826606
		NAICS	813910, 813920
		BUS SIZE	Large

The Financial Planning Association (FPA®) is the largest membership organization for personal financial planning experts in the U.S. and includes 24,000 professionals from all backgrounds and business models. Based on the MFLC PFC requirements, FPA estimates they have 5,000 members that are MFLC qualified. This number will continue to fluctuate as additional FPA members receive training and certification to perform under the MFLC contract. FPA is the leadership and advocacy organization connecting those who provide, support and benefit from professional financial planning. FPA demonstrates and supports a professional commitment to education and a client-centered financial planning process. Based in Denver, Colorado, FPA’s association of financial planners, financial services experts, educators and students has 95 chapters throughout the country representing thousands of members involved in all facets of providing financial planning services. Working in alliance with academic leaders, legislative and regulatory bodies, financial services firms and consumer interest organizations, FPA is the community that fosters the value of financial planning and advances the practice and profession of financial planning.

Through our Zeiders Teaming Agreement included in *Volume 2, Subcontracting*, FPA is providing referral and sourcing support to recruit additional certified network providers as required. FPA currently posts position openings and verifies the credentials of the FPA-certified CFP counselors who are providers. FPA and Zeiders will work closely together to expand the scope of advertising PFC position openings to maximize the number of FPA-certified CFPs within the MFLC provider network as required. FPA has also posted position openings and verified credentials for the MFLC and Military OneSource incumbent contractors as a membership service for their CFP members as described in their Past Performance overview contained in *Volume 3, Past Performance*

FPA will coordinate contact with their certified counselors to advertise positions within the Zeiders Team PFC provider network and establish Zeiders as a referral to FPA® certified counselors.

FPA is the leadership and advocacy organization connecting those who provide, support and benefit from professional financial planning. FPA demonstrates and supports a professional commitment to education and a client-centered financial planning process. Based in Denver, Colorado, FPA’s association of financial planners, financial services experts, educators and students, has 95 chapters throughout the country representing tens of thousands of members involved in all facets of providing financial planning services. Working in alliance with academic leaders, legislative and regulatory bodies, financial services firms and consumer interest organizations, FPA is the community that fosters the value of financial planning and advances the practice and profession of financial planning.

FPA is committed to helping individuals and their families achieve financial security through financial education and community outreach programs including Financial Planning Week®, Financial Planning Days and pro bono financial counseling. FPA also offers unique resources including a robust financial planning website, an e-mail hotline, financial planning starter roadmap, bi-weekly e-newsletter, how-to guides and videos, personal finance blog, webinars, articles, workshops and much more.

FPA, Certified Financial Planner Board of Standards, Foundation for Financial Planning and The U.S. Conference of Mayors have collaborated to provide free financial education to Americans via a series of daylong workshops and one-on-one pro bono financial planning counseling in communities nationwide. Financial Planning Days features experts from FPA and highly qualified Certified Financial Planner™ professionals who provide free, no-strings attached financial counsel and information to underserved communities, young adults and individuals facing special life circumstances or crises. Financial planners meet with attendees to answer questions on budgeting, getting out of debt, income taxes, dealing with mortgage foreclosures, paying for college, estate planning and insurance, among many other topics.

Serving one’s country is a noble and courageous commitment. But for those in the military, it often means facing unforeseen financial hardship as well. As such, FPA and its chapters have collaborated with organizations including the Department of Defense and National Guard and Reserve Units to provide active, reserve and wounded service members and their families the financial assistance they need via pro bono financial counseling and educational workshops. FPA also offers online financial planning resources and information to those joining the military.

1.2.1.4 LFE Institute (LFE)

Contact Information Name: Alice Whinnery Email: awhinnery@lfeinstitute.com Phone: 417-849-8677 Fax: 877-663-0013	Business Mailing Address 227 E Sunshine Suite 102 Springfield, MO 65807	TIN	201008288
		DUNS	616263492
		NAICS	523930
		BUS SIZE	WOSB

The LFE Institute (LFE), a woman-owned small business, will initially provide 50-60 certified PFC providers to the network for staffing. These providers are located in 20 states, with coverage into another 15 states - many counselors are mobile, and are able to travel as needed if a local PFC provider is not available, as per our Travel Management Plan in Volume IB, *Program Management*.

As a leader in Workplace Financial Literacy for over two decades, LFE specializes in unbiased financial education solutions that generate consistent, predictable results. LFE has helped more than 500,000 clients identify “extra” money with guidance on increasing income, reducing spending or decreasing debt. They also help in minimizing corporate costs and potential liability exposure due to employee financial problems and stress through financial literacy workshops. Core to their approach, and why Zeiders selected them for the team, is their understanding and use of the solution-oriented financial counseling approach. Their PFC providers focus on skill-based training and coaching. LFE supported Operation Homefront in Southern California to deliver financial literacy workshops for military families. These educational presentations included: goal setting, understanding spending plans, understanding credit profiles, managing/rebuilding credit, understanding how debt and financial practices can affect pay, promotions and military tax benefits and allowances. Additionally, LFE supported the California’s Veteran’s Employment Department with money workshop education.

LFE exclusively provides financial education and one-on-one counseling and has the ability to deliver more than 80,000 hours of personal financial counseling this year through qualified, credential

providers. Participants taking their “Managir than \$8 million from the LFE-introduced bud LFE’s network of providers meets MFLC certi completed their own proprietary training progra process for workplace money coaching.

1.2.1.5 The Bowen Consulting Group, Inc. (Bow

THE BOWEN GROUP	Contact Information Name: Tom Baker Email: tbaker@bowenconsulting.com Phone: 540-658-0490 Fax: 540-658-1651	Busine 10 Cen Suite 1 Staffor
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Bowen will provide qualified, credentialed military PFC providers for training as required for PFC fulfillment. They will also support on-going training and professional development activities as integrated members of our management team as described in Volume 1B, *Program Management*. As Bowen is designated as a major subcontractor for MFLC PFC services, two specific past performance summaries are included in Volume III, *Past Performance*.

Bowen provides professional management services and operational support to the government and develops products that equip the military community with high-caliber, professional tools to support their efforts in servicing the military service members and their families. Bowen consistently provides high-quality products and services to meet ongoing and emerging needs of the military.

Under the MyCAA program hosted and managed at the MOS Center, Bowen provides Personal Financial Management (PFM) and Financial Readiness expertise. This expertise included data analysis services, and content development on a variety of topics to include foreclosures, Thrift Savings Plan, and personal financial management. Bowen also provides onsite subject matter expertise at the MOS Center in the areas of adult education, tuition assistance, and spouse employment.

The Bowen Group works closely with the Office of Communications, MC&FP program managers in the development and execution of Strategic Communication Plans and Awareness Campaigns resulting in the distribution of key messages, increased program awareness, and effective branding.

They supply social media experts, instructional system designers, web managers, content creators, interactive media programmers, graphic designers, and subject matter experts, including personal financial management experts, who work seamlessly together in the provision of the most up-to-date, innovative strategies to strategically communicate with and to service members, family members, military leaders, service providers, and senior stake holders.

Bowen supported MC&FP with several Financial Readiness initiatives, most notably the recent roll-out and ongoing Military Saves campaign, a national campaign conducted in partnership with the Consumer Federation of America as part of a the larger nationwide America Saves Campaign. Utilizing

a high-tech, high-touch approach, Bowen facilitated the process to define target audiences, identify desired outcomes, create key messages, determine effective methods and channels of communication, establish communication metrics, and develop a project schedule for all work activities and outputs. Bowen content developers and financial readiness experts created Military Homefront personal financial management tutorials for troops and family members, service providers, and military leaders. For the Military Youth on the Move, Bowen developed a series of tutorials for high school, middle school, and elementary school students titled “Making \$en\$e Of It All,” designed to educate military children on numerous aspects of money management and decision making.

1.2.2 Information Technology Services

Zeiders recognizes the key role that technology support will play in ensuring successful execution of PFC contract services. To support this effort, we propose our trusted Zeiders’ corporate provider, Virginia Systems, Inc. (VASI). As VASI is designated as a major subcontractor for MFLC PFC services, two specific past performance summaries are included in Volume III, *Past Performance*.

Contact Information Name: Desi Arnaiz Email: desi@vasi.com Phone: 703-330-8268 Fax: 703-330-6698	Business Mailing Address 9022 Mathis Ave. Manassas, VA 20110	TIN	541570333
		DUNS	798925046
		NAICS	541512
		BUS SIZE	SDB; SDVOSB

VASI will provide network systems operations, purchasing, inventory control, and desktop services to support the Zeiders’ Team MFLC PFC. VASI will purchase equipment and licenses to support PIMS, and will configure security and user roles and permissions in PIMS. In addition, VASI will purchase, configure, and distribute and effectively recover equipment and software applications to support the PFCs, including laptops, netbooks and/or tablets, and mobile phones, as appropriate and required to support PFC deployments. VASI will also provide remote help desk support for PFCs to assist them in resolving technology challenges with equipment and software applications, including PIMS and office productivity applications. Commercial, off-the-shelf netbooks and/or tablets, along with web-based software applications will be used in order to minimize configuration and shipping costs

Founded in 1990, VASI offers complete technology, systems and network consulting, cabling, and electronic security services to Zeiders and their federal clients including The World Bank, the Securities and Exchange Commission (SEC), and the Treasury Department’s Savings Bond Offices for which VASI held a multi-year contract to provide IT support to its 26 nationwide offices.

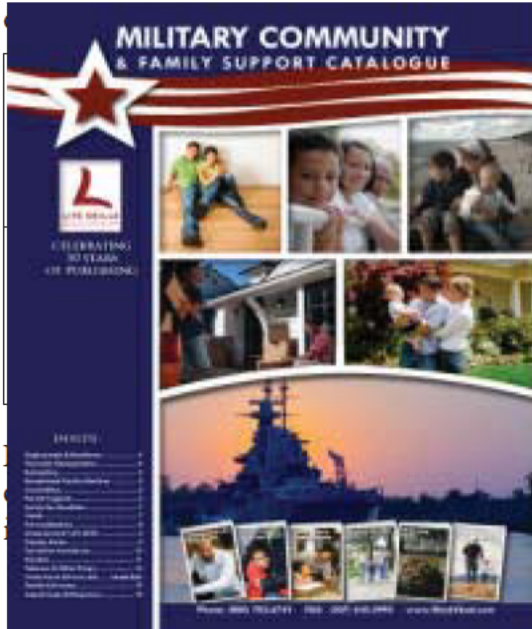
Specific to this requirement, VASI supported the SEC in their electronic information processing requirements. VASI deployed extremely tight security requirements for processing their electronic information which included the successful design and integration of remote operations, testing and maintenance of the operations. Critical to the operation was the setup of secure Voice Over IP and Secure Video such that employees who were working remotely could integrate successfully with in-place office staff. The knowledge and experience gained from supporting SEC remote operations

and implementing secure processing, voice and video has a direct relationship on the methods and procedures VASI will use to support the Zeiders Team. VASI is just completing seven years of successful service to the SEC and fully expects to be awarded a follow-on contract.

VASI supports a number of commercial companies, such as the Pulmonary Medical Associates (PMA) of Arlington, VA. For the past seven years, VASI has maintained all of PMA’s servers and systems at three sites: their main offices, their hospital offices and their lab offices. VASI tied all these offices together with their medical financial processing company and the Arlington Hospital -- all under a HIPPA-compliant system. PMA, along with other VASI medical clients, entailed familiarization with several client case systems, such as the Zeiders Team’s PIMS application. Given the critical nature of this medical operation, VASI’s performance had to be perfect - people’s lives depended on it. The experience VASI holds supporting PMA operations is directly related to the tasks and functions Zeiders expects VASI to perform for the MFLC contract.

1.2.3 PFC Participant Materials

Life Skills Education, Inc. (LSE) is a high-quality publisher of booklets and workbooks. LSE has been helping people find work, improve their lives, and strengthen both their families and communities for



Business Mailing Address

14 Washington Street
Northfield, MN 55057-2025

TIN	411755733
DUNS	114227192
NAICS	511130
BUS SIZE	VOSB

...d in 1975. Their title list
...ome under the personal
...ring of just four booklets
...cluding personal financial
...other titles. LSE booklets

LSE booklets are a recommended resource by the National Endowment for Financial Education and the Military Saves campaign.

We offer one of the best assortments of easy-to-read resources to help clients make better decisions about their spending, using credit, buying a car, and more!

-Life Skills Education Catalog

are a recommended resource by the National Endowment for Financial Education and Military Saves. Currently, their materials are frequently ordered by Government program managers as military service family support programs and National Guard locations to augment other resources delivered through Military OneSource or other providers.

Booklet ideas are developed in response to input from service providers, such as “Making More of Your Military Pay” and the recently published title on “Payday Loans”, and draft copies are then sent on to subject matter experts in different branches during the comment phase. Feedback from their military customers also helps to insure content reflects appropriate language, or policies.

LSE’s affordable user-friendly publications are designed to help service providers get the job done. Their tag line – helping you help others – communicates the belief that their materials support and

reinforce the work that is being done by family support providers, including military PFC providers. Their booklets are generally distributed during client workshops, distributed at staff training seminars, or provided as take-aways at information kiosks or during individual counseling sessions. LSE’s other customers include numerous private and public organizations.

Comments from surveys about LSE materials mention these benefits most often:

- Reliable, evidence-based content – saves time developing curricula;
- Affordable and convenient – can be taken home as a handy reference;
- Easy self-directed format – requires minimal staff assistance;
- Professional, attractive look – gets picked up and kept, or passed on;
- Wide variety of titles, all one price – easy to bundle orders to reach discounts; and
- Free cover personalization – brands the organization and promotes services.

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1.2.4 Product Fulfillment, Distribution Services and Printing/Copying

Didlake, Inc. is a top producer in the Ability One Program, and the largest single source of employment for people who are blind or have other severe disabilities in the United States. Their core business distinctions include: award winning contract operations and rehabilitation programs, comprehensive contract administration and quality management systems, and safety.

Contact Information Name: Rex Parr Email: rparr@didlake.org Phone: 703-361-4195 Fax: 703.369.7141	Business Mailing Address 8641 Breeden Avenue Manassas, VA 20110	TIN	540943833
		DUNS	095417929
		NAICS	488991, 491110, 492110, 561110, 561210, 561410, 561439, 561499, 561720, 561730
		BUS SIZE	Ability One

Didlake is a social enterprise dedicated to enriching the lives of people with disabilities. For more than 45 years, they have provided wide-ranging resources that expand opportunities for people with disabilities in Virginia, Maryland and Washington, D.C. Their support services include training that prepares individuals to enter the workforce and an award-winning Business Solutions that provides jobs for many of the people they train. Didlake has a reputation for exceeding customer expectations and forging long-term customer relationships.

Didlake will provide staffing and logistics support for the production, assembling, and distribution of MFLC contract-related support information, such as new hire on boarding binders. In addition, they will support distribution of IT equipment, and inventory management. Didlake’s mailroom operations employees handle tens of thousands of pieces of mail every day for a variety of federal government customers in Virginia, Maryland and Washington, DC. Award-winning mailroom contracts include the Department of Energy (DOE), the Peace Corps and other federal government agencies. Customers depend on Didlake to correctly process all classes of mail, including classified, accountable, certified, registered and express. They possess extensive knowledge of postal processes. Didlake mailroom operations have repeatedly been recognized for high standards of quality control.

1.3 Zeiders’ Master Subcontracting Plan

Zeiders is wholeheartedly committed to utilizing small business concerns to support federal contracts as subcontractors, vendors and suppliers. We highly value our business arrangements with small businesses and seek not just to engage them on a particular effort to meet a specific goal, but to establish long-term partnering relationships grounded in mutually held values, trust, and respect.

Zeiders Master Subcontracting Plan, dated March 5, 2009, approved by the Defense Contract Management Activity on March 9, 2009, is at Appendix B. Our current DCMA point of contact is Ms. Katherine M. Myers, Contract Administrative Officer. Our Small Business Liaison Officer (SBLO) and Corporate Development Manager, Mr. Dave Carroll, currently administers our Plan. Mr. Carroll reports directly to the President. His SBLO duties are detailed in the Master Subcontracting Plan. This section provides additional highlights of our plan as related to the MFLC PFC contract.

Didlake’s Support Operations Capabilities
Secure mail centers
Multi-location pick-up and delivery
Courier services
Shipping, Receiving, Storing
Web-based computer tracking
List Maintenance
Copying/Printing
Assembling
Fulfillment
Warehouse and virtual computer-based fulfillment services

1.3.1 Reporting and Cooperation

As part of our Master Subcontracting Plan, Zeiders agrees to: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS; and (4) ensure that applicable subcontractors agree to submit electronic Individual and/or Summary Subcontract Reports (ISR and/or SSR’s) via the electronic Subcontracting Reporting System (eSRS); and (5) Provide our prime contract number and DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and (6) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or

rejecting the reports, to its subcontractors with subcontracting plans.

1.3.2 Recordkeeping

Zeiders maintains records to ensure compliance with requirements and registration for their business. The vendor has submitted records as well as for specific

Our recordkeeping

- Using the records to maintain
- Organizing records for veteran-disadvantaged
- On a contract for more than 12 months, and
- Records for organizational HUBZone small business
- A listing of all owned

SUPPLIER – BUSINESS SIZE / TYPE CLASSIFICATION
ZEIDERS ENTERPRISES, INC.

In order to comply with Public Law 95-507 Amendment to the Small Business Act, and various Federal, State and Local Government Laws, it is necessary for the Zeiders Enterprises, Inc. to verify the business size and types of its suppliers. Please complete the following:

Legal Name: _____	Parent Company: _____
D/B/As: _____	Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Federal Tax ID #: _____	DUNS No.: _____
DUNS No.: _____	Affiliated Companies: _____
Contact Person: _____	Name: _____
Phone No.: _____	Name: _____
E-Mail Address: _____	Name: _____

Your Product(s) or Service(s) _____

North American Industry Classification System (NAICS) Code(s) _____

Is your company listed in the Central Contractor Registration (CCR) (see: <http://www.ccr.gov/>)? Yes No

BUSINESS SIZE/TYPE - (Definitions Attached)

SIZE (Check Only One)	TYPE (Check all that Apply)	TYPE (Check all that Apply)
<input type="checkbox"/> Small Business	<input type="checkbox"/> 8(a)* (SBA Business Development)	<input type="checkbox"/> Veteran Owned Small Business
<input type="checkbox"/> Large Business	<input type="checkbox"/> Small Disadvantaged Business **	<input type="checkbox"/> Service-Disabled Veteran Small Business
	<input type="checkbox"/> Historically Black College or University	<input type="checkbox"/> Native American/Alaskan/Hawaiian
	<input type="checkbox"/> Minority Institutions (Educational Inst)	<input type="checkbox"/> Foreign Owned
SIZE includes Parent and Affiliated companies	<input type="checkbox"/> HUB Zone ***	<input type="checkbox"/> Non-profit Organization
	<input type="checkbox"/> Women-Owned	<input type="checkbox"/> Federal, State or Local Govtnt Agency

* If your firm has been admitted to the Business Development Program, please forward a copy of the SBA Acceptance Letter.
** If your firm is a Certified Small Disadvantaged Business, please forward a copy of your SBA certification.
*** If your firm is a Certified HUB-Zone Business, please forward a copy of your certification.

Notice: Under 15 U.S.C. 645(D), any person who misrepresents a firm's status as a Small Business Concern in order to obtain a contract to be awarded under the preference programs established pursuant to Sections 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of Federal Law that specifically references Section 8(d) for a definition of program eligibility, shall

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

I hereby certify that the above information is accurate to the best of my knowledge.

SIGNATURE	PRINTED NAME	TITLE	DATE
_____	_____	_____	_____

FOR ZEIDERS ENTERPRISES, INC. USE ONLY

Comment: _____	Reviewed by: _____
----------------	--------------------

DEFINITIONS AND WEBSITES ON BACK OF THIS FORM 02/19/2009

comply with the requirements, receives a business license, close and certify registration data the from all perspective as

source and (including Indian tribes), all business sources; in an award of and if not, why concern; development (including Indian tribes), women-owned contractor falls, veteran-

1.4
PFC

Figure 6 – Zeiders’ business registration form is maintained for all subcontractors.

MFLC

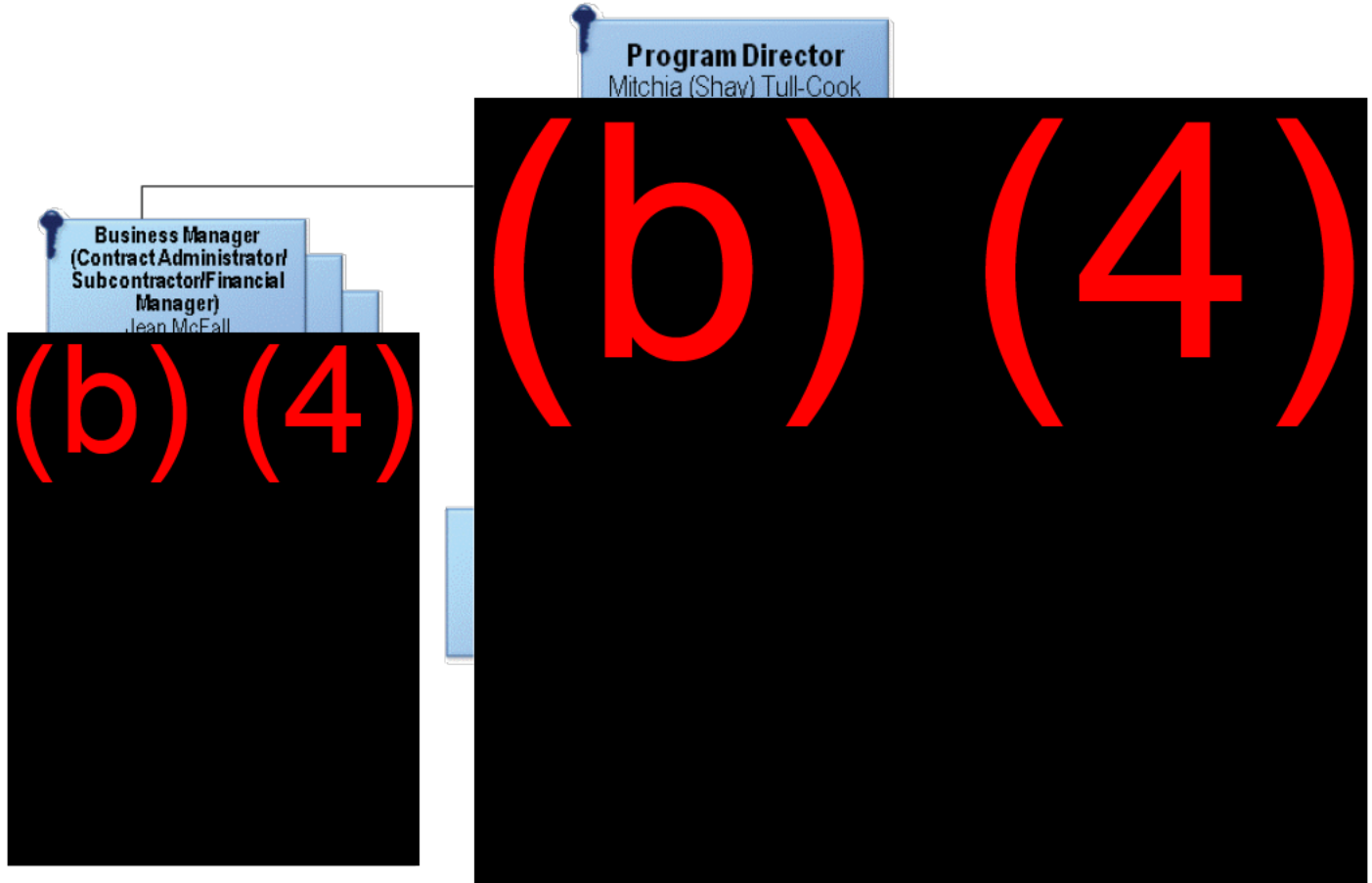
Subcontracting Plan Components

The following sections address each subcontract management element set forth in RFP paragraph L.16, Factor 4, Subfactor I. Collectively, these sections demonstrate that the Zeiders Team will function as a seamless, integrated management team focused on providing quality military PFC services.

1.4.1 Management and Direction

Ms. Tull-Cook, our Program Director, and Ms. Jean McFall, our Business Manager, who reports directly to the Program Director (See Figure 7 below), will have oversight of all subcontractor activities.

Upon contract award Zeiders will issue a specific pre-negotiated subcontract that documents our subcontractor responsibilities including cost, schedule, quality, deliverables, staffing, management, and terms and conditions for each unique scope of work. Our subcontracts are issued on a firm fixed price or labor hour basis consistent with the technical and cost proposal submitted by Zeiders. The subcontract also incorporates the prime contract and all related performance clauses, thus establishing a truly common baseline of performance.



 key personnel

Figure 7 - The Zeiders Team PFC delivery organization is scalable to meet MC&FP's needs.

Our approach to subcontractor management ensures that Zeiders remains the responsible point of contact for all contract requirements while fostering an integrated team philosophy that delivers seamless support to MC&FP. Zeiders will codify our subcontract relationships through a Subcontracting Management Plan. The Plan will describe the inter-relationships and teaming action that address management/technical decision making, chain of communication, information sharing protocols, problem resolution and performance monitoring.

1.4.2 Communication

Similar to our current subcontractor communication practices, Ms. Tull-Cook will include applicable subcontractors in the internal contract kickoff meeting and internal contract management team meetings. We also include subcontract team members in all hands meetings and appropriate role-based training, such as orientation. This approach ensures that we have a fully integrated contract management delivery team that is aligned to deliver optimum performance.

Ms. McFall will conduct bi-weekly meetings with the subcontractor managers to discuss performance. In addition, subcontractor monthly reports will be internally reviewed to assure subcontractor compliance with performance and budget expectations.

1.4.3 Subcontractor Selection

Based on the final MFLC PFC RFP requirements, Zeiders developed our subcontracting strategy to deliver the necessary breadth and depth of experienced, trusted teammates that can deliver quality, affordable services.

Section 1.1 of this Volume provides our consistent methodology for selecting and working with teammates – both large and small business. Zeiders' SBLO uses a variety of sources to determine the capabilities of potential small business concerns such as:

- Existing company source lists;
- Central Contractor Registration (CCR) database search;
- Small Business Administration's PRO-Net database; and
- Veterans service organizations outreach, networking, and conference attendance.

Zeiders participated in or conducted the following events in 2010:

- Attended a local Chamber sponsored Women-Owned Small Business Program set-aside event given by the Small Business Administration's Office of Women's Business Ownership;
- Participated in the AFCPE annual conference with part of our agenda to recruit and network with small businesses;
- Researched, vetted and held private meetings with numerous potential small business partners throughout the year;
- Participated in the National Guard's Family Readiness Conference with part of our agenda to search out small businesses supporting the National Guard;
- Attended industry days sponsored by the National Guard and TRICARE Management Association with a view toward networking with small businesses; and
- Attended the NAVY Gold Coast 2010 Small Business Opportunity Symposium.

The capabilities and past performance of the small businesses were considered in determining whether to include the small business being considered in the goals. Reasonable goals are established for the MFLC PFC contract based on a determination of the type and value of the needed subcontractors and the availability of qualified firms. If for some reason additional teammates are required throughout the contract's period of performance, we will use our Subcontracting Approach to conduct the necessary due diligence to ensure successful subcontractors.

Zeiders' corporate SBLO will monitor compliance with this subcontracting plan. Zeiders' MFLC Program Director and Business Manager will routinely monitor compliance across our Team based on this plan and report annually in compliance with the PWS.

1.4.4 Coordination

Zeiders MFLC Business Manager, Ms. McFall, will have the primary responsibility of coordinating all contract modifications including coordination of TDLs issued for PFC assignments. Our Business Manager will also coordinate subcontractor business and financial relationships including issuance of subcontractor task orders to support TDL assignments. She will also be responsible for ensuring that subcontractor personnel have full connectivity to Zeiders' time management, expense management, PIMS, and other systems. This integrated team operation significantly enhances our ability to perform

financial monitoring, management, and reporting.

Ms. McFall also has the primary responsibility to monitor contract financial data on both an overall contract basis and an individual TDL basis. She will monitor data entered into the Unanet Project Portfolio Management (PPM) System to ensure expenses are assigned to the proper charge number and that work is being performed within budget. The Business Manager will provide an internal audit function and advise the Program Director, Operations Managers, and other responsible team members of potential issues so that corrective action can be taken as necessary. The Business Manager will provide supervision of the Travel Management Specialist, who will also support the MFLC management team by preparing routine and ad hoc management reports.

1.4.5 Integration

The Zeiders Team will be fully integrated into our systems, processes, and communications channels. We will use our technology suite of applications to manage our team members, task orders, finance and accounting, travel, and quality control. This suite is fully explained in Volumes 1A and 1B, of this proposal. The suite represents a mature process and provides improved partnering between our Team and MC&FP for information and communication as MC&FP will have access to this information quickly. Our technology-enabled suite of capabilities as shown in Figure 8 will (b) (4)

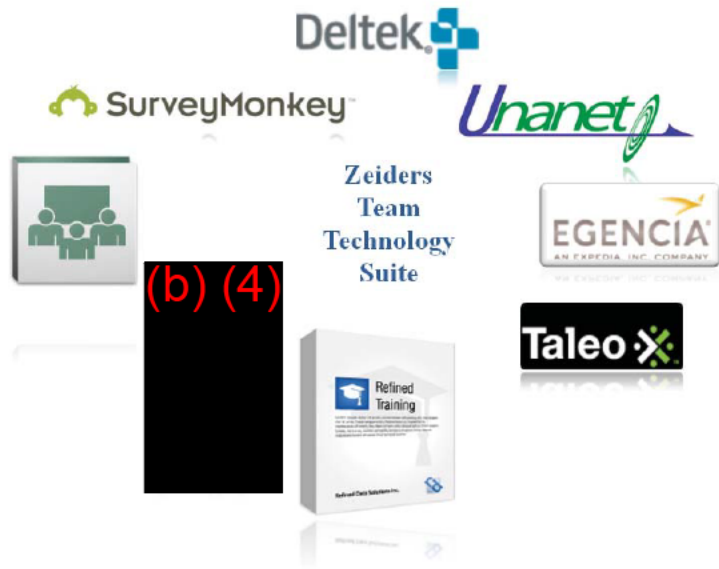


Figure 8 - Zeiders integrated IT solution suite will be utilized by all subcontractors.

The Unanet PPM will (b) (4)

(b) (4) s. Unanet PPM comprises a complete Professional Services Automation solution with Resource Requesting and Management, Project Management, Timesheet Management, Expense Management and Teamwork Collaboration capabilities in one business management software solution. Data from Unanet will seamlessly flow into our Deltek GCS Premier® accounting and project management software solution.

Egencia's comprehensive corporate travel management combines innovative, proprietary technology and superior corporate travel service. (b) (4)

(b) (4) s. With Egencia, travel bookings are completed intuitively, in minutes. By using this tool for PFC travel, (b) (4)

The Zeiders Team (b) (4)

Zeiders' Web-Based Learning Management System (LMS), Webinar and Content Management system from Refined Data Solutions, Inc., and Adobe will be used for all training and orientation activities conducted for PFC providers and management team members. In adopting this complete end-to-end solution, the Zeiders Team has a flexible, high value LMS.

As stated in Volume IA, if required, (b) (4)

1.4.6 Decision Making

Zeiders will always remain the Lead with the Government as the Prime Contractor with the responsibility for quality, cost, schedule, deliverables and regular communication with the COTR. Our Program Director, Ms. Tull-Cook, will have the full authority to address subcontractor issues when needed.

1.4.7 Information Sharing

Our Program Director, Ms. Tull-Cook, will conduct bi-weekly meetings with Ms. McFall, Zeiders' Business Manager, and our designated subcontractor managers. These meetings will include coordination, feedback, information sharing, operational and quality control and issues, and status of any problem resolution. Our information sharing is facilitated across our Team as we are using the PIMS, Unanet's PPM and other systems to provide a common operational picture.

1.4.8 Problem Resolution

The keys to our approach in the resolution of problems is continuous collaboration, cooperation, mutual respect, good faith, embedded processes, and always bearing in mind why we are engaged - to support military service and family members. The resolution of problems will be resolved at the lowest organizational levels capable of applying acceptable solutions to any issues involving our subcontractors. Where a problem cannot be resolved it will be elevated upward through our organizational structure until resolved.

Many problems will be recognized and resolved in a timely manner through our management systems. For example, our Operations Managers have a real-time audit trail of expenses including labor, travel, and ODCs. This information is available in a dashboard format which allows for timely review and identification and correction of potential problems.

In addition, our risk mitigation methodology recognizes, reacts, and corrects problems based on a "no-surprises" management approach. Our experience with military family support contracts, a commitment to partnering, and a well-founded risk methodology integrated into program management processes

supports our ability to quickly identify and address risks which may arise in execution. Our embedded quality processes and reporting procedures, discussed in Volume IB, *Program Management*, will facilitate the early identification of potential risks. The benefit to MC&FP is that potential problems are exposed before they occur and in time to adjust schedules, staff, and requirements to prevent mission impacts.

1.4.9 Performance Monitoring

A key component of Prime and Subcontractor communications is ensuring appropriate performance expectations and monitoring of quality delivery. Our Subcontracting Management Plan helps to define the expectations that our Business Manager, Ms. McFall, will monitor. Key monitoring activities are tailored to the type of service performed by the subcontractor. For example, network provider subcontractor metrics will include staffing fill rate and cycle time.

For all subcontractors, we routinely review their billing and invoicing for errors, corrections, and timeline. Any performance issues that involve our subcontractors will be addressed in a collaborative manner that includes a strategy, timeline, and measure for correction. This approach ensures operational transparency in subcontract performance and delivery.

1.4.10 Prior Relationships with Proposed Subcontractors

Zeiders has deep and trusted relationships with several of our proposed subcontractors.

Zeiders and Bowen are long-standing teammates working effectively together on numerous DoD and service branch initiatives. Ms. Deborah Mayberry, Bowen's President, was previously a Zeiders' senior leader before beginning her business over five years ago with her husband, a retired service-disabled Marine officer. Ms. Mayberry also serves on Zeiders' Quality of Life Foundation's Board of Directors. The Foundation, a Virginia 501c3 established in 2008 by Mr. Zeiders, helps support family caregivers of severely wounded warriors. Finally, Ms. Mayberry and Ms. Tamra Avrit, Zeiders' President, previously worked together for the U.S. Marine Corps in the delivery of military PFC and other quality of life services worldwide for a number of years. Over the years, we have partnered with Bowen on many projects some of which include:

- Marine Corps Family Team Building Curriculum IDIQ;
- USMC Demobilization Kits and Career Change Guide for Reservists;
- USMC Uniformed Victim Advocate Training Manual;
- USMC Sexual Assault Prevention and Response Coordinators Training Manual;
- DoD Military Community and Family Policy (MC&FP), Exceptional Family Member Program (EFMP); and
- USMC Semper Fit Are You Listening Program.

Zeiders existing relationship with AFCPE is evidenced by:

- (b) (4) [Redacted]

VASI has been providing comprehensive in-house IT services to Zeiders since February 2009. The VASI-Zeiders relationship was cultivated through mutual participation in the local Prince William County Chamber of Commerce and through a competitive contract solicitation which awarded VASI the contract to provide the full range of Zeiders’ in-house IT services. VASI’s expertise has been instrumental in facilitating Zeiders’ ability to conduct government business efficiently and in our business growth.

1.5 Experience Meeting Subcontractor Goals

As demonstrated under our GSA contracts and submitted in our Summary Subcontract Report (SSR) for FY 2010, 39 percent of our total subcontracted dollars was awarded to Women-Owned Small Business (WOSB) concerns. Under our MOBIS contract as submitted in our most recent Subcontracting Report for Individual Contracts (ISR), over 71 percent of our subcontracted dollars was awarded to small business concerns. Our ISR’s and SSR submitted for the end of last year were approved as written.

The majority of our taskings under our GSA Schedules have met our small business subcontracting goals primarily through engaging small business and independent consultants for various kinds of support such as subject matter expertise for specific content development, graphics design, and technical writing.

Zeiders values our small business relationships and their contribution to our overall success. Table 2 illustrates examples of Zeiders’ contract work with small business participation where there was no formal small business subcontracting plan.

Table 2 – Zeiders’ Commitment to Small Business Subcontracting

Zeiders’ Contracts	Percentage Subcontracted to Small Business
USMC Human Resources Benchmarking Study	<div style="font-size: 48pt; color: red; font-weight: bold;">(b) (4)</div>
USMC Family Team Building IDIQ: Family Readiness Program Training	
USMC Family Team Building IDIQ: LifeSkills Training and Education	
USMC Family Team Building IDIQ: Readiness and Deployment Support Training	
USMC Family Team Building IDIQ: Lifestyle Insights, Networking, Knowledge & Skills (L.I.N.K.S.) Training	
USMC Personal Financial Planning Curriculum	
USMC Sexual Assault Prevention and Response Curriculum	

2.0 Subfactor II: Small Business Goals

Based upon our executed teaming agreements and estimates for the work to be performed, we plan to exceed the stated DoD and MFLC PWS “Outstanding” evaluation requirements in the small business goal areas.

2.1 Small Business Goals Features and Benefits

As an experienced Prime Contractor with tested government subcontracting processes and results within the delivery of worldwide military PFC services, the Government can rely on Zeiders’ approach and processes to ensure maximizing small business participation. In conformance to the RFP objective of subcontracting 25 percent of the work, Zeiders achieves the Government’s objective through our teammates. With our approach to subcontracting to small businesses, Zeiders exceeds the small business subcontracting goals.

2.2 Understanding of DoD’s Small Business Goals

As a Government contractor supporting the DoD for the past 27 years, Zeiders understands the importance of small business goals, and recognizes the social and economic benefits derived from the practical utilization of small business concerns. Zeiders fully embraces the small business goals and strives to maximize participation of qualified small businesses consistent with efficient contract performance. To that end, Zeiders will do its best to:

- Ensure we have identified known potential sources as large concerns, small, HUBZone small business, small disadvantaged, woman-owned veteran owned and service-disabled veteran-owned;
- Include small business concerns in Request for Proposals, when they are solicited, where such concerns are known to exist and are qualified to supply the service being procured;
- Assist small disadvantaged business concerns identified as having strong partnering potential by providing management counseling on request;
- Where possible, provide sufficient bid solicitation time for preparation of proposals and delivery schedules to facilitate participation;
- Participate in small, small disadvantaged, woman-owned, veteran-owned and service disabled veteran-owned small businesses trade fairs and conferences; and
- Prepare work scopes with a view toward developing opportunities which can be bid and executed by small business concerns.

Based upon our current teaming agreements and estimates of the work, small business participation under this MC&FP effort will contribute significantly to Zeiders’ delivery of PFC services and to our overall comprehensive subcontracting goals. If the need arises during the period of performance to add new team members, our SBLO will use our subcontracting approach to identify appropriate small business teammates.

2.3 The Zeiders Team Small Business Goals

Zeiders provides the following separate dollar and percentage goals for small, disadvantaged, minority-owned, historically black colleges and universities, women-owned, HUBZone, veteran-owned small, and service-disabled veteran-owned small business concerns in Table 3. These goals are expressed a percentage of the total subcontracting dollars.

Table 3 – Zeiders’ Small Business Goals for the MFLC PFC Contract



Planned Estimated Direct Commitments (Total Contract: Transition, Base, and all Option Periods)	Total Contract Amount	Percent of Total Subcontract Dollars Proposed
Prime Contract Value (Transition, Base and all Option Periods)	(b) (4)	
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns (includes SB, SDB, WOSB, HUBZone, VOSB, SDVOSB, ANCs and Indian Tribes)		
Small Business Categories		
Planned to Small Disadvantaged Business (SDB) (includes 8(a), HBCU/MI, ANCs, and Indian Tribes)		
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

Planned Estimated Direct Commitments (Transition Period)	Transition Contract Amount	Percent of Total Subcontract Dollars Proposed
Prime Contract Value (Transition Period)	(b) (4)	
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns		
Small Business Categories		
	Dollar Amount Goal	Percentage Goal
Planned to Small Disadvantaged Business (SDB)	(b) (4)	
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

Planned Estimated Direct Commitments (Base Year)	Baseline and Optional Contract Amount	Percent of Total Subcontract Dollars Proposed
Prime Contract Value (Base Year – Baseline and Optional Amounts)	(b) (4)	
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns		
Small Business Categories		
	Dollar Amount Goal	Percentage Goal
Planned to Small Disadvantaged Business (SDB)	(b) (4)	
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

Planned Estimated Direct Commitments (Option Year 1)	OY1 Baseline and Optional Contract	Percent of Total Subcontract
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	Amount	Dollars Proposed
Prime Contract Value (OY1 – Baseline and Optional Amounts)	(b) (4)	(4)
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns		
Small Business Categories		Dollar Amount Goal
Planned to Small Disadvantaged Business (SDB)	(b) (4)	(4)
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

Planned Estimated Direct Commitments (Option Year 2)	OY2 Baseline and Optional Contract Amount	Percent of Total Subcontract Dollars Proposed
Prime Contract Value (OY2 – Baseline and Optional Amounts)	(b) (4)	(4)
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns		
Small Business Categories		Dollar Amount Goal
Planned to Small Disadvantaged Business (SDB)	(b) (4)	(4)
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

Planned Estimated Direct Commitments (Option Year 3)	OY3 Baseline and Optional Contract Amount	Percent of Total Subcontract Dollars Proposed
Prime Contract Value (OY3 – Baseline and Optional Amounts)	(b) (4)	(4)
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns		
Small Business Categories		Dollar Amount Goal
Planned to Small Disadvantaged Business (SDB)	(b) (4)	(4)
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

Planned Estimated Direct Commitments (Option Year 4)	OY4 Baseline and Optional Contract Amount	Percent of Total Subcontract Dollars Proposed
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Prime Contract Value (OY4 – Baseline and Optional Amounts)	(b) (4)		
Estimated TOTAL planned subcontracted to all types of business concerns			
Total Planned to all Small Business concerns			
Small Business Categories	Dollar Amount Goal	Percentage Goal	
Planned to Small Disadvantaged Business (SDB)	(b) (4)		
Planned to Women-Owned Small Business (WOSB)			
Planned to Veteran-Owned Small Business (VOSB)			
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)			
Planned to HUBZone			
Planned to Ability One			

Planned Estimated Direct Commitments (Option Period 5, 3-Months)	OP5 Baseline and Optional Contract Amount	Percent of Total Subcontract Dollars Proposed
Prime Contract Value (OP5 – Baseline and Optional Amounts)	(b) (4)	
Estimated TOTAL planned subcontracted to all types of business concerns		
Total Planned to all Small Business concerns		
Small Business Categories	Dollar Amount Goal	Percentage Goal
Planned to Small Disadvantaged Business (SDB)	(b) (4)	
Planned to Women-Owned Small Business (WOSB)		
Planned to Veteran-Owned Small Business (VOSB)		
Planned to Service Disabled Veteran-Owned Small Business (SDVOSB)		
Planned to HUBZone		
Planned to Ability One		

2.3.1 Subcontracting Plan Contribution to Small Business Goals

Zeiders executed teaming agreements with our proposed subcontractors and they are in Appendix A. As summarized in the previous tables, Zeiders exceeds all solicitation subcontracting goals to achieve an “Outstanding” rating. During contract execution, we will continue to look for opportunities to enhance our quality of service through use of small businesses.

3.0 Subcontracting Plan Risks and Mitigation Strategies

Our risk management process relative to subcontracting goals began with the development of the proposal and will continue throughout the life of the program. Our teammates will fully participate in managing and mitigating risks.

Our subcontract management will be integrated into our risk management approach, which is built on a strong foundation of proven success and continual process improvement. Our risk mitigation methodology recognizes, reacts, and corrects problems based on a “no-surprises” management approach. Our experience with military family support contracts, a commitment to partnering, and a well-founded risk methodology integrated into program management processes supports our ability to quickly identify and address risks which may arise in execution. Our embedded quality processes and reporting procedures, discussed in Volume IB, *Program Management*, will facilitate the early identification of potential risks.

The Subcontracting Plan risks and mitigation strategies identified in Table 4 below address the sub-factors contained in this volume. As noted below, the Zeiders Team approach fully mitigates the identified risks making our Team the low risk-high return contractor of choice.

Table 4 - Zeiders Team Subcontracting Plan Perceived Risks and Mitigation

Sub-factor	Government Perceived Potential Risk	Zeiders Risk Mitigation
I – Subcontract Management	(b)	(4)
II – Small Business Goals		

Throughout the contract period of performance, Zeiders will routinely monitor the status of our subcontractor small business goals and timely adjust, if needed, to meet those goals. Each TDL issued under the contract, will be reviewed to ensure that our small business network providers and other small businesses are afforded the opportunity to participate. We will also keep our small business partners informed of on-going requirements as they are received and will meet periodically.

Subcontract management is a routine part of Zeiders' contract management. Consistent with our normal practices, we have identified clear lines of authority, designated responsibilities, and augmented this with corporate level resources to ensure all resources needed to manage risk are available and responsive.

4.0 Zeiders Team Value – Subcontracting Plan

We have demonstrated our subcontracting approach through six integrated features depicted in Figure 9 on the next page. Collectively, these features showcase the Zeiders Team’s ability to manage subcontractors and meet the small business goals established for this effort. We developed our subcontracting approach to augment our internal PFM provider network and to provide expertise and capabilities in selected, niche service areas. Our comprehensive team was carefully selected for their expertise in PWS requirements.

Under our Subcontracting Plan, Zeiders has assembled well-qualified small businesses to be on our Team. Together we will work as an integrated, scalable and affordable team with one voice and one goal—to support MC&FP in providing personal financial management support to military service members and families. Zeiders is an experienced, mature Prime Contractor and understands DoD’s subcontracting goals. Our Plan ensures we will meet the subcontracting goals with comprehensive and tested management processes that integrate our teammates into the overall management process.

Zeiders is fully committed to exceeding the stated subcontractor goals for this requirement consistent with ensuring flawless operations and contract execution. Our teaming agreement work shares and our subcontracting approach have been designed specifically with an objective to meet or exceed small business goals. In addition, our teaming agreements provide the needed flexibility to ensure we are able to adjust work share for our team members, as required, and add new team members, if necessary.

(b) (4)



Figure 9 - The Zeiders Team Key Functions of Subcontract Management

Throughout this volume, we provided strong, compelling evidence of our ability to successfully manage subcontractors and to meet subcontracting goals. Our experience as a Prime Contractor, subcontracting approach, understanding of DoD's small business goals, and our commitment to meeting those goals will ensure we provide outstanding execution under our Subcontracting Plan. The Zeiders Team represents the team that best meets the contract criteria and offers MC&FP the high return-low risk contract support option for the future.