

PERFORMANCE WORK STATEMENT

FOR

The Montana High School Association Advertising Contract

1.0 General:

1.1 Scope: The Montana Army National Guard (MTARNG) Recruiting and Retention Battalion seeks to be the sole DoD partner with the Montana High School Association (MHSA) State Extra Curricular Programs, the Academic All-Team Program, and the "Aim Higher" leadership program. The MTARNG also seeks to be the official Department of Defense (DoD) advertising partner with the Montana High School Association. These programs shall allow the Montana Army National Guard to advertise to the Target Market High School athletes throughout the school year.

1.1.2 Items not covered under this contract:

1.1.2.1 There shall be no paid recognition of ARNG members at MHSA sporting event events.

1.1.2.2 There shall be no paid player appearances at Montana National Guard Functions.

1.1.2.3 There shall be no paid "ceremonies" (such as National Anthem, color guard, or enlistment ceremonies).

1.1.2.4 There shall be no FREE added value services, tickets, or parking (except for "set-up" workers).

1.1.2.5 There shall be no catered meals provided.

1.1.2.6 Nothing in the contract shall be "personal in nature".

1.2 Background: The Montana Army National Guard and the Montana High School Association have partnered in years past to reach out to the high school sports community to increase awareness of the programs and opportunities that the National Guard has to offer. This partnership reaches out to over 10,000 student athletes and their families and friends and establishes the rapport and credibility that otherwise could not be built. This partnership will produce bona fide prospects for entry into the Montana Army National Guard to meet current end strength and maintain an effective fighting force.

1.3 Period of Performance (PoP): The Period of Performance shall be 12 Months from contract award date as signed by the contractor.

1.4 General Information:

1.4.1 Description: The contractor shall provide requirements during all available times during operational hours except on recognized US holidays. Requirements shall be provided at venues that are hosting state level MHSA extra-curricular programs and AIM HIGHER workshops. The contractor shall, at all times, maintain an adequate work force for the uninterrupted performance and supply of all tasks defined within this PWS.

1.4.2 Recognized Holidays: the following are recognized United States (US) holidays. The contractor is not required to perform services on these days:

- 1.4.2.1 New Year's Day
- 1.4.2.2 Martin Luther King, Jr.'s Birthday
- 1.4.2.3 President's Day
- 1.4.2.4 Memorial Day
- 1.4.2.5 Juneteenth
- 1.4.2.6 Independence Day
- 1.4.2.7 Labor Day
- 1.4.2.8 Columbus Day
- 1.4.2.9 Veteran's Day
- 1.4.2.10 Thanksgiving Day
- 1.4.2.11 Christmas Day

1.4.3 Contract Manager (CM): The contractor shall designate a CM who shall ensure Supply and performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR, (or the KO if a COR is not assigned), to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.3 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel providing supplies and/or performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may

affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2.0 Definitions and Acronyms:

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.8 WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.9 WORK WEEK. Monday through Friday, unless specified otherwise.

2.1.10 TARGET MARKET HIGH SCHOOL: High School students that meet the initial enlistment criteria

2.2 ACRONYMS:

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
KO	Contracting Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
R&R	Recruiting and Retention
RRNCO's	Recruiting and Retention Non-Commissioned Officers
TE	Technical Exhibit

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S):
The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.1 Property: N/A

3.2 Materials: The Recruiting and Retention Command will furnish literature to read for the announcements during the games/events, and the commercials to air.

3.3 Equipment: N/A

3.4 Services: N/A

3.5 Utilities: N/A

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E): Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to provide the supplies and perform the services of this contract as indicated in Paragraph 1.1.

5.0 Requirements: The Contractor Shall provide the following:

5.1 Booth Space: The MHSA shall provide the MTARNG Display Space at all State post-season events for MTARNG Branding. This space shall be at least 15' x 15' in size.

5.2 Social Media Presence: The MHSA shall provide a link on their website to the MTARNG Recruiting and Retention website at www.montanaguard.net, as well as advertising with our logo and call to action on NFHS Network and MHSA Social Media pages including but not limited to: Facebook, Twitter, and Instagram.

5.3 Leadership Workshops: The MHSA shall include the MTARNG in five (5) live workshops in the “Aim Higher” for students and adult staff, which are presented throughout the year at various sites around the state. MHSA will provide the MTARNG the dates and locations of the workshops as soon as they are scheduled in order for the MTARNG to present at each live workshop.

5.4 Promotional Announcements: MHSA shall play MTARNG promotional announcements, no fewer than four times during each Montana state level event that is broadcast on the NFHS Network, to include but not limited to: every game from each state basketball tournament; all matches during state wrestling; both days of the state swim meet; both days from each state track and field meet; and the third place and championship games from each of the three state softball tournaments.