PERFORMANCE WORK STATEMENT (PWS)

FOR

Recruiting Advertising Campaign with UMass
Lowell Athletics

1.0 General:

1.1 Scope: Services. Non-personal. The contractor shall furnish all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform marketing and advertising for the Massachusetts Air National Guard (MA ANG) recruiting and Retention as defined in the Performance Work Statement (PWS).

1.2 Background: The MA ANG Recruiting and Retention division requires marketing and advertising support to increase leads and branding.

1.3 Period of Performance (PoP): 1 base year (contract period beginning approximately 01 July 2026) plus four option years. (5 total years)

1.4 General Information:

1.4.1 Place and Performance of Services: Performance shall be at UMass Lowell and the Tsongas Center. 300 Arcand Dr, Lowell MA 01852.

1.4.2 Recognized Holidays: The following are recognized holidays. The contractor shall not perform services on these days:

1.4.2.1 New Year's Day: January 1st
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 National Independence Day: June 19th
1.4.2.6 Independence Day: July 4th
1.4.2.7 Labor Day
1.4.2.8 Columbus Day
1.4.2.9 Veteran's Day: November 11th
1.4.2.10 Thanksgiving Day
1.4.2.11 Christmas Day: December 25th

1.4.3 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the

contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS).

1.4.4 Quality Assurance (QA): The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.5 Physical Security: The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.6 Contract Manager (CM): The contractor shall designate a CM who shall ensure 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.

1.4.7 Contracting Officer's Representative (COR): The COR is the individual designated and authorized in writing by the KO at contract award to perform specific technical or administrative functions on contracts. The key role of the COR is to observe, document, and communicate contractor performance to both the KO and Contractor. All coordination and correspondence should be forwarded through the COR to the KO. COR and alternate COR (if applicable will be responsible for the inspection and acceptance of performance and any deliverables under the scope of this PWS and resulting contract. **The COR does NOT have the authority to change the terms and conditions of the contract.**

1.4.7.1 All contracting actions and/or correspondence should be forward through the COR. The COR will act as the COR for technical matters, providing technical direction and discussion as necessary with respect to the specifications or PWS, and monitoring the progress and quality of the contractor's performance in accordance with the PRS and QASP. The COR does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope of the PWS in the contract. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the KO in writing. The contractor under such direction shall take no action until the KO has resolved the issue or has otherwise issued a modification to the contract.

1.4.7.2 In the absence of the COR (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the KO until an alternate if assigned.

1.4.14 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel 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. In the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may impose 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 Definitions:

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: A person with the authority to enter into, administer, and/or terminate contract, and make 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: 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 no 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 PWS.

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 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 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.8 Quality Assurance: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 Quality Control: All necessary measures taken by the Contractor to ensure that the quality of an end product or service shall meet contract requirements.

2.1.11 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 Technical Representative: An employee of the U.S. Government designated by the KO to monitor contractor performance. 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.

2.2 Acronyms:

ANG	Air National Guard
CM	Contract Manager
COR	Contracting Officer Representative
DA	Department of the Army
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
KO	Contracting Officer
POP	Period of Performance
PRS	Performance requirements Summary
PWS	Performance Work Summary
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QCO	Quality Control Organizational
QC	Quality Control
TE	Technical Exhibit
USAF	United States Air Force

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: None.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E): Except for those items specifically states to be Government-Furnished in Paragraph 3/0, the contractor shall furnish any and all equipment or materials required to fulfill the terms of this contract.

5.0 Requirements: The contractor shall provide marketing and advertising for the MA ANG Recruiting and Retention Command to include but not limited to:

5.1.1 Outside Dominant Signage. Signage will be placed outside of the Tsongas Center. Digital signage on the outdoor marquee in an 8-advertisement rotation. The digital display measures 10' x 8'. UMass Lowell will produce the graphic with final approval from the MA ANG. The marquee sits outside the Tsongas center and across from the Lowell High School with 1.4M cars passing through the intersection annually.

5.1.2 Dominant signage within the Tsongas Center.

5.1.2.1 One (1) TV facing awning, located above the East Entrance tunnel visible at all Tsongas Center events including television and streams. UMass Lowell will be responsible for production and installation of the awning. MA ANG will approve the proof prior to production to ensure brand compliance.

5.1.2.2 Digital advertisement within the Tsongas Center. Digital advertising on 65" monitors across all locations along the concourse. The advertisement will be 1 of 25 rotating advertisements. All monitors are synched to ensure the MA ANG advertisement presents at the same time across all monitors. Production of the advertisement will be the responsibility of UMass Lowell following proof approval from the MA ANG to ensure brand compliance.

5.1.2.3 Advertisement on the Center Hung Scoreboard with coordinating LED ribbon display at all UMass Lowell hockey games played at the Tsongas center. The MA ANG logo will be present on the scoreboard 24 times for a total of ~3 minutes throughout the game.

5.1.3 In-game fan engagement. The MA ANG will advertise during the River Hawks Light Show. During the light show the MA ANG advertisement will display on each participant's mobile device. The advertisements will consist of logos, short videos, and broad graphics. UMass will be responsible for the production of the short videos and broad graphics following MA ANG approval of all proofs.

5.1.4 Advertising through email traffic to fans and ticket holders. The MA ANG logo will be present at the bottom of each email sent to fans and ticket holders throughout the season. The MA ANG logo will not be a clickable link. The logo will also be present on the "Official Partner of UMass Lowell Athletics under "corporate sponsor."

5.1.5 Dominant signage inside the Kennedy Family Athletic Complex. One (1) 2' x 8' sign displayed in a prominent location along the baseline of padding visible at all basketball events

played at Kenndy Family Athletic Complex including television and streams. UMass will be responsible for the production and installation of graphics following MA ANG approval of all proofs.

5.1.6 Advertising through RiverHawks Radio, Television and Streaming. MA ANG will be allotted three thirty second radio spots during the River hawk hockey games. All games are broadcasted on WCAP radio and streamed online at GoRiverHawks.com. MA ANG will be allotted three commercials aired during all River Hawk hockey and basketball games. All games are broadcasted on the ESPN family of networks along with NESN telecast.

5.1.8

6.0 Applicable Publications: Publications applicable to this PWS are listed below:

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
Federal Acquisition Regulation			https://www.acquisition.gov/?q=browsefar
Defense Federal Acquisition Regulation Supplement			http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or https://www.acquisition.gov/dfars
Joint Travel Regulation (JTR)			https://www.defensetravel.dod.mil/site/travelreg.cfm
DoDM 1000.13-M-V1 DoD Identification (ID) Cards (Enclosure 2, paragraph 3.b)	01/23/2014 (Change 1: 07/28/2020)		http://www.esd.whs.mil/Directives/issuances/dodm
Federal Information Processing Standards (FIPS) Publication 201-2 Personal Identity Verification (PIV) of Federal Employees and Contractors (paragraph 9)	August 2013		http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf
DoDM 5200.2 Procedures for the DoD Personnel Security Program (PSP)	04/03/2017		https://www.esd.whs.mil/Directives/issuances/dodm/
DoDI 5200.46 DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card (CAC)	09/09/14 (Change 1: 05/04/2018)		https://www.esd.whs.mil/Directives/issuances/dodi/
Homeland Security Presidential Directive (HSPD)-12 Policy for a Common Identification Standard for Federal Employees and Contractors	08/27/2004		https://www.dhs.gov/homeland-security-presidential-directive-12
DoDI 5400.11 Department of Defense Privacy and Civil Liberties Programs	01/29/2019		https://www.esd.whs.mil/Directives/issuances/dodi/
DoD 5400.11-R Department of Defense Privacy Program	05/14/2007		https://www.esd.whs.mil/Directives/issuances/dodm/
DoDD 8140.01 Cyberspace Workforce Management	10/05/2020		https://www.esd.whs.mil/Directives/issuances/dodd/
DoD 8570.01-M Information Assurance Workforce Improvement Program	12/19/2005 (Change 4: 11/10/2015)		https://www.esd.whs.mil/Directives/issuances/dodm/
DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM)	02/28/2006 (Change 2: 05/18/2016)		https://www.esd.whs.mil/Directives/issuances/dodm/

6.1 Applicable Forms: Forms applicable to the PWS are listed below:

Form	Date	Website
DD 1172-2 Application for Identification Card/DEERS Enrollment	Mar 2017	http://www.dtic.mil/whs/directives/forms/index.htm
I-9 Employment Eligibility Verification	10/21/2019	https://www.uscis.gov/sites/default/files/files/form/i-9.pdf
DD 441 Department of Defense Security Agreement	Feb 2020	http://www.dtic.mil/whs/directives/forms/dd/ddforms0001-0499.htm
DD 250 Material Inspection and Receiving Report	Aug 2000	https://www.esd.whs.mil/Directives/forms/dd0001_0499/

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

Performance Objective	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.1.1 Outside Dominant Signage	Dominant signage on marquee outside of the Tsongas Center. 1 of 8 advertisements presenting on a continuous loop.	Defects/deficiencies observed shall be corrected by the contractor within five (5) calendar days.	COR/KO
5.1.2 In Tsongas Center Signage	Signage on awning (permanent feature), digital monitors in concourse (1 of 25), and on the Center Hung Scoreboard banner (present 24x for a total of 3 min per game).	Defects/deficiencies observed shall be corrected by the contractor within five (5) calendar days.	COR/KO
5.1.3 Fan interaction element	Advertising during the River Hawks Light show. MA ANG approved videos, logos, and broad advertisements presented on fans mobile devices throughout the light show.	Defects/deficiencies observed shall be corrected by the contractor within five (5) calendar days.	COR/KO
5.1.4 Online and email advertising	MA ANG logo presented at the base of emails sent through the UMass Athletic department to fans and ticket holds. MA ANG logo present under cooperate sponsor on the UMass Athletics home page.	Representative will be on all emails to ensure compliant. Website will be viewed on a bimonthly basis.	COR/KO
5.1.5 Advertising at the Kennedy Athletic Complex	One (1) 2' x 8' sign displayed in a prominent location along the baseline of padding visible at all basketball events played at Kennedy Family Athletic Complex	Defects/deficiencies observed shall be corrected by the contractor within five (5) calendar days.	COR/KO
5.1.6 Radio and Television advertising	Three (3) radio and television 30 second advertisements will be played during each UMass Lowell Hockey game on the associated TV or radio channel.	Report will be emailed monthly with radio and TV advertisements play times.	COR/KO

TECHNICAL EXHIBIT 2

Deliverables Schedule

(Deliverables must be identified in the PWS and then summarized here. See examples below)

PWS Reference / Deliverable Title	Frequency	Number of Copies	Medium/Format	Submit To
5.2.1	All signage will be reviewed in person bimonthly to ensure compliance	One (1) copy of the reported findings	Electronic submission	COR and Contracting Officer
5.2.2	All email traffic containing MA ANG advertisements will include MA ANG	No copies required	Electronic submission	COR and Contracting Officer
5.2.3	A report for all radio and TV advertising will be emailed monthly to the MA ANG	One (1) copy of the reported findings	Electronic submission	COR and Contracting Officer