

SCOPE

The effort required hereunder shall be performed in accordance with the following Statement of Work and in accordance with all other terms and conditions set forth herein.

Statement of Work

Civilian Enterprise U.S. Naval Air Weapons Station China Lake Newspaper

Introduction

As defined in Department of Defense Instruction 5120.4, a civilian enterprise U.S. Naval Air Weapons Station newspaper is published under written agreement by a civilian concern to serve the information needs of military and civilian personnel and their family members assigned to NAWS China Lake, at no cost to the United States Government.

1. General Provisions:

a. For and in consideration of the mutual promise of, and mutual benefits received by, the parties hereto, this contract is made and entered into by and between the Contracting Officer, Naval Air Weapons Station China Lake and **Publisher's name and address**, herein after referred to as the publisher.

b. This contract provides for the publisher to produce a bi-weekly base newspaper, the ***Rocketeer II***, a civilian enterprise base newspaper published to provide Navy people information about the mission of their command, installation, and community. It will also focus on local geography, history, and related information. This publication is subject to the requirements of Department of Defense Instruction 5720.44A, Department of Defense Instruction 5720.4 and the regulations and instructions incorporated therein by references and to the conditions and agreements as contained herein.

c. The publisher agrees to use the ***Rocketeer II***, which is owned by the Government, and no other name, on the base newspaper during the life of the contract, unless directed otherwise by the commanding officer. Publisher further agrees not to contest ownership by the Government of the foregoing name or to make any use directly or indirectly of that name or a name confusingly similar to that name on any publication it may independently produce.

d. The publisher agrees to provide in the base newspaper a minimum of 8 pages, or the equivalent, which shall be devoted exclusively to editorial copy and photos about the installation, personnel, commands, local geography and history, and related information. The publisher agrees to produce twenty-five (25) 12-page base newspapers each year during the life of the contract at the option of the NAWS China Lake Public Affairs Officer. Each issue of the newspaper shall consist of not less than 12 pages and no more than 28 pages, unless prior approval is granted by the NAWS China Lake Public Affairs Officer. These pages will contain no more than 60 percent advertising.

e. The publisher agrees to provide a color front page on each issue to include all photos and selected graphics.

f. The publisher agrees that two pages of each issue will be reserved for editorial content, photos, and graphics and will be kept free of advertising.

g. The editorial masthead of each issue shall carry the following disclaimer and elements in type no smaller than 6 point:

h. The masthead of each issue shall carry the following disclaimer in type no smaller than six points:

- (1) “Published by **Publisher’s name**, a private firm in no way connected with the U.S. Navy under exclusive written contract with the Naval Air Weapons Station China Lake, California.”
- (2) *The Rocketeer II* is an authorized publication for members of the military services and their families. Its contents do not necessarily reflect the official views of the U.S. Government, the Department of Defense or the U.S. Navy and do not imply endorsement thereof.”
- (3) “The appearance of advertising in this newspaper, including inserts of supplements, does not constitute endorsement by the Department of Defense, the Navy, Naval Air Weapons Station China Lake, or **Publisher’s name** of the products and services advertised.”
- (4) “Everything advertised in this publication shall be made available for purchase, use or patronage without regard to race, color, religion, gender, national origin, age, marital status, physical handicap, political affiliation or any other non-merit factor of the purchaser, user or patron. If a violation or rejection of this equal opportunity policy by an advertiser is confirmed, the publisher shall refuse to print advertising from that source until the violation is corrected.”
- (5) “The editorial content is edited, prepared, and provided by the Public Affairs Office of Naval Air Weapons Station China Lake, California.”
- (6) Name of the commanding officer and the names/editorial titles of military and civilian members assigned the duty of preparing its content.

i. In the interests of efficiency and economy, automation of the publishing process is essential. As a result, the publisher should be prepared to provide desktop computers and peripheral equipment to the Public Affairs Office of Naval Air Weapons Station China Lake, complete with word processing software capable of receiving all Word/generic DOS-based documents and a complete pagination program with the ability to layout and print entire pages for the use by the Rocketeer II writer/photographer/editor, who will be provided by the Publisher. The Publisher shall retain ownership of the system(s) and shall provide maintenance for it at no cost to the Station. The computer will be linked to the publisher’s central newspaper office by high speed modem or a data line installed and paid for by the Publisher. This feature will allow for the automated transfer of pages between the Public Affairs Office and the publisher. The computer system will not be connected to the Navy’s internet service (NMCI) in any way.

The following is a representative list of the type of items/equipment/requirements

recommended to fulfill this request; however, other types of similar equipment of an equivalent staff organization will be considered.

- Computer compatible with and comparable with pagination station at Publisher's place of business.
- Digital camera, compatible with PC.
- A 17-inch Color monitor.
- Pagination program. Type is up to publisher.
- Internal modem with software, that allows transfer of information between Public Affairs Office and publisher.
- Internet service via telephone line, which is paid for by the publisher.
- System, as it sits, should have ergonomic features that enhance the fact that personnel work in front of the screen for many long hours.
- Provide the ***Rocketeer II*** editor with manuals to all hardware and software.
- Provide on-call maintenance service so the editor has no more than one-hour down time if either software or hardware fails.
- Will do check-up maintenance on the computer system at least once per year.
- Provide training on hardware and/or software and upgrades to the editor and /or other staff members.
- Publisher will have accountability for the publication of the ***Rocketeer II*** within one department.
- Will allow the ***Rocketeer II*** to use publisher's resources when deemed necessary by the Government and contractor, provided they are both in agreement (e.g., photos, art, expertise in design and layout). Publisher may, according to past practices at other locations, provide the Station with services of paid staff members for a total not to exceed forty (40) hours a week for fifty-two weeks a year. This person or persons will be an employee of the Publisher, but will receive work assignments and guidance (story assignments, editorial style instruction, priorities, etc.) from the Station, with administration of personnel policies by the Publisher. Duties of this staff member(s) will be limited to duties relating to the production or promotion of the ***Rocketeer II***.
- When color keys are appropriate, color keys will be approved by both the publisher and the editor, or the Public Affairs Officer.

* Will provide satisfactory electronic publishing software usable over the internet.

2. Public Affairs Requirements. The Public Affairs Office shall:

a. Furnish or approve all editorial materials, headlines, cutlines, photographs, and line art for use in the publication. The Public Affairs Officer assumes responsibility for the security and accuracy of content provided.

b. Guarantee first publication and distribution rights of the editorial content in the publication.

c. Specify design and layout of editorial content and may specify advertising layout to enhance communications effectiveness of the publication.

d. Review advertisements prior to publication to identify any that are contrary to law, Department of Defense or Navy regulations. The NAWS China Lake Public Affairs Officer reserves the right to refuse advertising space to any business, corporation or person for unethical or disreputable business practices that are not necessarily contrary to civil law.

e. Be responsible for final proofreading of all material, checking for accuracy and security of content.

f. Be responsible for ensuring that all editorial material, to include photos and line art are delivered to the publisher no later than 3 p.m. on Tuesdays during non-flex weeks (papers are printed on Wednesdays of non-flex weeks with a publication date of Thursday).

g. Be responsible for basic design and layout of any photo features that exceed basic photo/cutline requirements.

h. Provide and update distribution lists to the publisher identifying specific numbers of newspapers and areas where newspaper racks or stands are to be located and all other distribution points.

i. Provide space within the NAWS Public Affairs Office for the editor.

3. Publisher Requirements. The publisher shall:

a. Comply with the provisions of Department of Defense Instruction 5120.4 and Secretary of the Navy Instruction 5720.44A, section 0205. A copy of Secretary of the Navy Instruction 5720.44A, section 0205 may be obtained through from the Public Affairs Officer.

b. Use only the editorial material, photographs, and art provided by the Public Affairs Office unless otherwise instructed.

c. Make all layout flats available to the Public Affairs Office for review and Proof reading prior to publication. These layout flats must also include advertising when used.

d. Solicit all advertising.

e. Furnish processed color front, back or other color pages as requested, on a case-by-case basis, for each issue.

f. Be responsible for the makeup of each page, subject to Public Affairs Office approval.

g. Provide 5000 copies of a tabloid-sized newspaper bi-weekly, except for the weeks before Christmas and between Christmas and New Year (25 issues per year). Printed and bundled newspapers will be delivered to various distribution points designated by the Public Affairs Officer on the Wednesdays of non-flex weeks prior to 10 p.m. Distribution points are subject to change on a one-week notice. A list of delivery locations will be forwarded to the publisher upon request. The remainder of the published run will be delivered to: Public Affairs Office, 1 Administration Circle, Stop 1014, NAWS China Lake, California on the date of publication prior to 9 a.m. The newspaper becomes the property of the U.S. Navy upon delivery.

h. Publish special editions or inserts which address major military events or programs in the area, i.e., Welcome Aboard package, Independence Day celebration, Memorial Day remembrance, etc., as determined by mutual agreement of the Naval Station Public Affairs Officer and the publisher, provided publisher is given not less than 30 days prior notice. These editions/inserts may contain advertising, which will be figured into the overall advertising/editorial percentage of the issue.

i. Not distribute a funded newspaper as an insert.

j. Provide unlimited number of fonts, medium and bold, for headlines, cutlines and copy. All fonts should be scalable from four points to several inches. The primary body type will be determined by mutual agreement of the NAWS China Lake Public Affairs Officer and the publisher, and the capabilities of the desktop publishing software in use.

k. Produce photo reproductions of the highest quality comparable to local area daily newspapers.

l. Not distribute newspaper as a supplement to or as an insert in any privately produced civilian newspaper or periodical.

m. Agree to accept and publish free listing of personal items and services for sale by active duty and retired military, and family members. Such items and services must represent an incidental exchange between personnel of the U.S. Navy establishment and not business operations.

n. Provide a dummy newspaper to the Naval Air Weapons Station Public Affairs Office one week prior to the first issue under new contract, in order to address any publication or production issues that may arise.

o. Provide newspaper racks – indoor and outdoor – (minimum of two out-door racks and four indoor racks) around the NAWS China Lake, and maintain them.

p. Ensure there is a centralized editorial office within a 1 hour commuting distance of NAWS China Lake should the publisher selected be outside a 50 mile radius of the Station.

q. Provide advertising dummies to the Public Affairs Office.

r. Publish each issue of the newspaper in standard tabloid size. Column

widths may vary according to layout. The paper stock will be of at least “Electrobrite 32 pound” quality or equivalent. Other proposals for different sizes, styles, formats and stock will be considered.

s. Print in each edition of the newspaper, an unrestricted number of photographs, line art and shadings furnished by the Public Affairs Office.

t. Pay all costs associated with processed color separations.

u. Provide facilities and trained personnel to operate and maintain such equipment as may be necessary to produce the newspaper.

v. Will not place advertising in the first two pages of the newspaper and at least half of the third page. One page dedicated to the Quality of Life programs at NAWS China Lake will contain no commercial advertising.

w. All original photographs/images, copy and notes will be considered property of the U.S. Navy and will be returned to the Public Affairs Office.

x. Ensure the ratio of advertising to editorial copy, measured in column inches, does not exceed 60 percent of the total newspaper. Advertising in supplements to the paper will not count toward the overall percentage.

y. Not distribute commercial enterprise comic or feature supplements without the approval of the NAWS China Lake Public Affairs Officer.

z. Not conduct political opinion polls, surveys or straw votes.

4. Advertising:

a. Neither the publisher nor his representative shall solicit advertisements in the name of NAWS China Lake. Active duty military and civilian personnel are prohibited from soliciting, endorsing, or accepting payment for advertisements.

b. The publisher shall not accept for publication advertisements that are worded or phrased to give the reader the impression the Department of the Navy in any way endorses, guarantees, or sponsors any product or service. Advertising that discriminates or implies discrimination against any person because of race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation, or any other non-merit factor of the purchaser, user, or patron shall not be carried. If a violation or rejection of this equal opportunity policy by an advertiser is confirmed, the publisher shall refuse to print advertising from that source until the violation is corrected.

c. The publisher shall not enter into exclusive advertising agreements with any firm, broker, or individual for the purpose of selling advertising associated with this publication.

d. No civilian enterprise comic or feature supplements shall be distributed with this publication.

e. The publisher shall not accept for publication any advertisements that glamorize the

use of alcohol or tobacco products.

f. The publisher shall not accept for publication any advertisements that contain text, photos or graphics of a sexually explicit nature. Further, no advertisements for businesses or establishments of a sexual nature will be accepted.

g. Not solicit, knowingly accept, or publish advertising from firms or individuals whose business or premises have been placed off limits to military personnel by competent military or civilian authorities. The NAWS China Lake Public Affairs Officer will establish a list of “off limits” areas and establishments.

h. Ensure that no advertisement debating government policy or ideological subjects will be solicited or published in the newspaper. Paid political advertisements, identified as such, may not be accepted by the Publisher and carried in the newspaper as part of the newspaper itself or as an insert or supplement thereto.

i. Allow the NAWS China Lake Commanding Officer or his representative, to review all commercial advertisements, including supplements and inserts, prior to publication to determine if they conform to accepted standards of good taste and are propriety or contain anything which might cause the Commanding Officer to prohibit distribution of the newspaper.

j. Delete any advertisement before page proof approval by the NAWS China Lake Public Affairs staff wherein said advertisement was placed by, or promotes the goods or services of, a firm or religion, national origin, sex, color, age, marital status, physical handicap, political affiliation of or any other non-merit factor in the sole judgement of the NAWS China Lake Public Affairs Officer, such as alcohol or tobacco products or whose premises have been declared “off limits” to military personnel by competent authority.

k. Ensure that advertisements which appear to be editorials or news stories, and may be confused as such by readers, are clearly labeled, top and bottom as advertisements in a type size equal to text or larger.

l. Ensure commercial advertisers observe the highest ethics and applicable local, state and federal laws in describing goods, services and commodities, and the terms of sale including guarantees and warranties. If credit terms are offered in such advertisements, a clear statement of the terms are offered in such advertisements, a clear statement of the total cash price as well as the total cost of the credit, including all charges, will be clearly shown in the company’s advertisements. If time payments are shown, the number of payments, the amount of each and the time period will also be in type size clearly readable in order that the reader can easily compute the dollar cost of the loan.

m. Not sell commercial advertising space until the date of award of this written agreement.

5. Cost:

a. All proceeds from the sale of advertisement for the *Rocketeer II* belong to the publisher, who agrees to look exclusively to such advertising sales for all publishing costs and profits, if any.

b. The publisher agrees to bear all costs and expenses for the publishing and distribution of the ***Rocketeer II***. It is expressly agreed that neither the United States, the commanding officer, his representatives and successors, nor NAWS China Lake shall be liable for any expenses or obligations incurred in publishing or distributing the ***Rocketeer II***.

c. No appropriated funds of the United States shall become due or be paid to the publisher by reason of this contract.

d. The publisher shall not pay money to NAWS China Lake, or provide goods, services, or considerations not directly related to publishing the ***Rocketeer II***.

6. Publication and Distribution:

a. The ***Rocketeer II*** will be published bi-weekly, except for the week before Christmas and between Christmas and New Year (25 issues per year). The publisher shall deliver to the Naval Weapons Station, 5,000 copies of the ***Rocketeer II***, on the Wednesday before the publication date no later than 10 p.m. The contracting officer may change the number of copies to be furnished when necessitated by significant increases or decreases of military and civilian personnel at NAWS China Lake.

b. The 5,000 copies shall be delivered as follows. The Publisher shall bundle the newspapers per address labels provided by the NAWS Public Affairs Office and distribute the bundles to the NAWS Quarterdeck to be distributed via NAWS China Lake Guard Mail. The Publisher will also deliver 25 copies of each issue to each newsrack located in or near barracks and commercial facilities on board NAWS China Lake. The Publisher will clean and maintain the racks and will replace existing racks with a similar model if the original rack becomes unsightly or unserviceable. During inclement weather, the Publisher shall take necessary measures to protect the papers and assure its delivery to readers in a dry and readable condition.

c. The published copies of the ***Rocketeer II*** become the property of the U.S. Navy upon delivery to NAWS China Lake.

d. The publisher may provide a copy of the ***Rocketeer II*** to advertisers whose advertisement is carried therein, as well as other commercial enterprises out in town.

7. Contract Terms:

a. This contract unless sooner terminated as herein provided shall run for a period of one-year commencing on _____. This contract may be extended by mutual agreement on a year-to-year basis for an additional four years for a total contract life of five years. The first issue of the ***Rocketeer II*** pursuant to this contract shall be published on _____.

b. This contract may be terminated by the contracting officer prior to its expiration whenever the products and services to be provided by the publisher hereunder fail to comply with the provisions hereof, and publisher, after written notice from the contracting officer of such failure, fails to correct same within a reasonable time. NAWS China Lake shall not be obligated to renew this contract.

c. The contracting officer may also terminate the contract at the convenience of the

Government in the event the Government no longer requires this service. The contract may be terminated as a result of all or part of the following: Base Realignment and Closure (BRAC), Regionalization of functions or downsizing/ outsourcing of related positions.

d. All proceeds from the sale of advertisements for the *Rocketeer II* belong to the publisher, who agrees to look exclusively to such advertising sales for all publishing costs and profits.

e. The publisher shall not be required to pay money to NAWS China Lake, or to provide goods, services or consideration not directly related to publishing of the *Rocketeer II*.

f. The publisher agrees to bear all costs and expenses of publishing the newspaper. It is expressly agreed that neither the Commanding Officer, NAWS China Lake, his representatives and successors, nor other Commanders/Commanding Officers of military installations in the Navy Region Southwest region shall be liable for any expenses or obligations incurred in publishing the newspaper nor any court, settlement or litigation costs arising from the publication or distribution of the newspaper.

g. Neither the United States nor its officers or employees, shall in any way be liable for any damages, including, but not limited to, those which may be suffered by the publisher or advertisers, in the event the Commanding Officer, or his representative, determines that an issue of the newspaper shall not be distributed because of a violation of this agreement, or for any reason which places the issue in whole, or in part, in violation of Navy regulations or policies, or presents material deemed by the NAWS China Lake Commanding Officer, or his representative, to be detrimental to the security or to the morale and welfare of personnel performing their duties or for any other compelling reason of military necessity.

h. No appropriated funds of the United States shall become due or be paid to the publisher by reasons of this contract.

i. Any changes to this contract shall be made by written contract modification signed by both parties.

8. Security

- a. All contractual personnel requiring frequent access to any military base are encouraged to register through Rapid Gate for badging purposes or will need to get a day pass each day. Background checks will be performed on all individuals requiring access. There is a fee for Rapid Gate. Check <http://www.eidpassport.com> for more information.
- b. Personnel accessing the secured portion of the Naval Air Weapons Station China Lake must be U.S. citizens or be approved via the Foreign Travel process.
- c. What contractual personnel see onboard NAWS China Lake stays at NAWS China Lake and cannot be passed on to personnel without a need to know.