

AWARD / CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING S1	PAGE 1	OF PAGES 46
2 CONTRACT (Proc Inst Ident) NO CPSC-C-99-2001		3 EFFECTIVE DATE Feb 17, 1999	4 REQUISITION/PURCHASE REQUEST/PROJECT NO 99-2001 44740		
5 ISSUED BY CODE CPSC US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 ROSE MARY HEIDENREICH B05 (301) 504-0444/1145		6 ADMINISTERED BY (if other than item 5) CODE RMH ROSE MARY HEIDENREICH (301) 504-0444 EXT 1145			

7 NAME AND ADDRESS OF CONTRACTOR (No, Street, City, County, State and Zip Code) Potomac Television/Communications, Inc. 500 North Capitol Street, N.W. 8th Floor Washington, D.C. DC 20001		Vendor ID: 00017745 DUNS: 177039898 CEC: 17804999F Cage Code: TIN 521524279	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
			9 DISCOUNT FOR PROMPT PAYMENT
			10 SUBMIT INVOICES (4 copies unless otherwise specified) to THE ADDRESS SHOWN IN ITEM PAYMENT

CODE	FACILITY CODE	11 SHIP TO/MARK FOR CODE EXPA103 CONSUMER PRODUCT SAFETY COMM. OFFICE OF INFO AND PUBLIC AFFAIRS 4330 EAST WEST HIGHWAY ROOM 519 BETHESDA, MD 20814-4408	12 PAYMENT WILL BE MADE BY CODE PAYMENT CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207
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13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U S C 2304(c)() <input checked="" type="checkbox"/> 41 U S C 253(c)(1)	14 ACCOUNTING AND APPROPRIATION DATA 99 2 890 44699 25.28 \$20000 99 2 103 44699 25.28 \$54510
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	VIDEO NEWS RELEASE AND DISTRIBUTION, DISTRIBUTION ONLY, AND SATELLITE MEDIA TOURS. THIS IS A FIRM FIXED PRICED INDEFINITE QUANTITY TYPE CONTRACT. INCREMENTAL FUNDING IS BEING PROVIDED IN THE				

15G. TOTAL AMOUNT OF CONTRACT US\$ 74,510.00

(X)	SEC	DESCRIPTION	PAGE (S)	(X)	SEC	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-1	X	I	CONTRACT CLAUSES	34-45
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9-17	X	J	LIST OF ATTACHMENTS	46-46
X	D	PACKAGING AND MARKING	18-18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	19-19		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	20-23		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	24-28		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	29-33				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such revisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)		18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A NAME AND TITLE OF SIGNER (Type or Print) Michelle LeCompte - Dir Marketing & Development		20A NAME OF CONTRACTING OFFICER ROBERT J FROST (301) 504-0444	
19B DATE SIGNED 2/18/99		20B UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	
19C NAME OF CONTRACTOR BY [Signature] (Signature of person authorized to sign)		20C DATE SIGNED 2/18/99	

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19A. NAME AND TITLE OF SIGNER (Type or Print) Michelle LeCompte - Dir Marketing & Development		20A. NAME OF CONTRACTING OFFICER ROBERT J FROST (301) 504-0444	
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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY USS	UI	UNIT PRICE	AMOUNT USS
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AMOUNT OF \$74,510.00.

0001	The Contractor shall provide Video News Releases and Distribution, and Distribution Only, and Satellite Media Tours in accordance with the attached Statement of Work. (SEE SECTION B.4. FOR INDIVIDUAL PRICING)	1	LT	74,510.00	74,510.00
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SECTION B

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B.2. BA-h

DESCRIPTION OF SERVICES

This contract is for a qualified Contractor to produce (1) Type 1 -Video News Releases (which includes Edited, Narrated Package with Sound Bites, Cover Video, and Distribution), (2) Type 2 - Video News Releases (with Sound Bites and Cover Video, and Distribution), (3) Distribution Only, and (4) Satellite Media Tours to communicate product safety information to the public.

B.3. BB-h

CONTRACT TYPE

This is a firm-fixed unit price indefinite quantity contract to provide the Video News Releases and Distribution, Distribution Only, and Satellite Media Tours in accordance with the attached Statement of Work.

B.4. BC-h

SERVICES AND PRICES

Description	Quantity	Unit Price	Total Price
a. Basic Period: Effective date through September 30, 1999			
1) Video News Releases	2-15 ea.	\$9,550.00	See Below
a) Type 1 - Video News Release that includes Edited and Narrated			

SECTION B

Package with
Sound Bites, Cover Video
and Distribution
(See C.3.b.1))

b) Type 2 - Video News Release with Sound Bites, Cover Video, and Distribution (See C.3.b.2))	\$7,600.00	See Below
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Maximum Dollars for a) & b) above	\$143,250.00
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2) Distribution Only of Video News Releases (See C.3.c.)	1-5 ea. \$4,250.00	\$ 21,250.00
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3) Satellite Media Tour (See C.3.d.)	1-5 ea. \$4,000.00	\$ 20,000.00
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Total Maximum Basic Year	\$184,500.00
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The sum of items 1)a) and 1)b) combined is 2-15

b. 1st OPTION YEAR: October 1, 1999 - September 30, 2000

1) Video News Releases	2-15 ea. \$9,550.00	See Below
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a) Type 1 - Video News
Release that includes
Edited and Narrated
Package with
Sound Bites, Cover Video,
and Distribution
(See C.3.b.1))

b) Type 2 - Video News Release with Sound Bites, Cover Video, and Distribution (See C.3.b.2))	\$7,600.00	See Below
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Maximum Dollars for a) & b) above	\$143,250.00
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2) Distribution Only of Video News Releases (See C.3.c.)	1-5 ea. \$4,250.00	\$ 21,250.00
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3) Satellite Media Tour (See C.3.d.)	1-5 ea. \$4,000.00	\$ 20,000.00
---	-------------------------	--------------

Total Maximum 1st Option Year	\$184,500.00
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The sum of items 2)a) and 2)b) combined is 2-15

SECTION B

c. 2nd OPTION YEAR: October 1, 2000 - September 30, 2001

1)	Video News Releases	2-15 ea.	\$10,027.50	See Below
	a)	Type 1 - Video News Release That includes Edited and Narrated Package with Sound Bites, Cover Video, and Distribution (See C.3.b.1))		
	b)	Type 2 - Video News Release with Sound Bites, Cover Video, and Distribution (See C.3.b.2))	\$7,980.00	See Below
		Maximum Dollars for 2a) and 2b)		\$150,412.50
2)	Distribution Only of Video News Releases (See C.3.c.)	1-5 ea.	\$4,462.50	\$ 22,312.50
3)	Satellite Media Tour (See C.3.d.)	1-5 ea.	\$4,200.00	\$ 21,000.00
	Total 2nd Option Year			\$193,725.00
	The sum of items 1)a) and 1)b) combined is 2-15			

d. 3rd OPTION YEAR: October 1, 2001 - September 30, 2002

1)	Video News Releases	2-15 ea.	\$10,027.50	See Below
	a)	Type 1 - Video News Release that includes Edited, Narrated Package with Sound Bites, Cover Video and Distribution (See C.3.b.1))		
	b)	Type 2 - Video News Release with Sound Bites, Cover Video, and Distribution (See C.3.b.2))	\$7,980.00	See Below
		Maximum 3a) and 3b)		\$150,412.50
2)	Distribution Only	1-5 ea.	\$4,462.50	\$22,312.50

SECTION B

of Video News Releases
(See C.3.c.)

3)	Satellite Media	1-5 ea.	\$4,200.00	\$ 21,000.00
	Tour (See C.3.d.)			

Total Maximum 3rd Option Year	\$193,725.00
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The sum of items 1)a) and 1)b) combined is 2-15

NOTE: Maximum of fifteen (15) Video News Releases is the sum of both
a) and b) combined.

(End of Section)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. CA-h

BACKGROUND INFORMATION

- a. The U.S. Consumer Product Safety Commission requires the production of television Video News Releases (VNRs) to inform the public about product recalls and safety messages. These VNRs are satellite broadcasts made for TV stations to use in their news programs. CPSC experience with VNRs shows that millions of TV viewers see CPSC's product safety messages and recall notices. As many as twenty-five (25) percent of all TV stations tape and use the VNRs for their news programs.
- b. This procurement provides TV programs with video images of interviews, news conferences, or demonstrations related to product recalls and safety information. CPSC uses two (2) types of VNRs: (1) Type 1 - Video News Release with edited, narrated two (2) minute segment package with approximately eight (8) minutes of sound bites, cover video and distribution, and (2) Type 2 - Video News Release with approximately eight (8) minute unedited sound bites, cover video and distribution. This procurement also requires distribution of videos that CPSC may receive from an outside source. This procurement also includes Satellite Media Tours.
- c. This procurement requires experienced news judgment about how to present the product safety message for TV news. The video crew to be used includes producer/director/reporter, camera person, and audio person. This procurement may require quick turnaround for news conferences, for which the Contractor may not be given much notice. Therefore, this procurement requires immediate availability of TV crews, editing studios and station notification systems.
- d. The Video News Releases will be broadcast by satellite for TV stations to record. When there is intense media interest, a CPSC spokesperson will participate in a live TV interview "Satellite Media Tour" in which approximately ten (10) TV stations (one after the other) will provide video taping of a live interview about the product recall or product hazard. Portions of a Video News Release may be shown during the Satellite Media Tour.
- e. The Video News Release will be electronically SIGMA coded to measure the TV usage and evaluate the VNR's effectiveness.

C.2. CB-h

OBJECTIVES

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- a. This procurement enables CPSC to improve product recall effectiveness which prevents injuries and deaths.

C.3. CC-h

STATEMENT OF WORK

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in Section H.1. ,

a. Introduction

Upon oral order with a follow-up written order by the CPSC Project Officer, the Contractor shall provide Video News Releases and Distribution, and Satellite Media Tours. The Contractor shall video tape for TV news programs. interviews, news conferences, or demonstrations related to product hazards, recalled products, and product information

1. In most cases, the video taping will be performed at CPSC headquarters office located at 4330 East West Highway in Bethesda, Maryland, or at other location within the fifty (50) mile radius of Bethesda, Maryland or as specified by the CPSC Project Officer.
2. In some cases, a CPSC spokesperson may demonstrate the product hazard and the remedy. The Contractor shall provide in-house studio narration as specified by the CPSC Project Officer.
3. Special Definitions/Characteristics are described below:
 - a) The Contractor shall produce either one or the other of the two types of Video News Releases (Type 1 or Type 2) (See B.4.a.1)a) and b)). Both types of Video News Releases contain the same type of requirements with one exception. Type 1 contains an approximately two (2) minute edited, narrated package with approximately eight (8) minutes of sound bites, cover video and distribution. However, Type 2 does not have the two (2) minute edited, narrated package as described below.
 - (1) Type 1- Video News Release contains a two (2) minute edited, narrated package with approximately eight (8) minutes of sound bites,

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

cover video, and distribution, and

(2) Type 2 - Video News Release contains approximately eight minutes of sound bites and cover video and distribution. See below for requirements for each type of Video News Release.

- b) Cover Video - The definition of cover means video tape pictures to be used with words spoken by the local anchor.
- c) Distribution Only is when CPSC Project Officer has a completed Video News Release from another source which requires distribution only.
- d) Redundant video crews are defined as two (2) or more three (3) member video crews. Each crew consists of a producer/director/reporter, camera person, and an audio person.

b. Video News Release

The Contractor shall furnish all equipment, in-house personnel, and supplies to the CPSC's site or at another location as specified by the CPSC Project Officer.

When ordered and directed by the CPSC Project Officer, the Contractor shall produce either Type 1 or Type 2 Video News Releases. CPSC will never require both types of Video News Releases to be done at the same time for the same product video taping session. (See B.4.a.1)a) and b)).

- 1) Type 1 - Video News Release Edited, Narrated Package with Sound Bites, Cover Video and Distribution. Each Video News Release shall be approximately ten (10) minutes in length, comprising of a short approximately (two (2) minute) edited narrated segment focusing on the most important aspects of a recall or generic hazard, such as a Class-A (deadly) product hazard, with approximately eight (8) minutes of sound bites and video pictures and distribution.

a) Steps and Time Tables

- (1) The CPSC Project Officer will order the Video News Release no later than the afternoon before the video taping session. At that time, or shortly thereafter, the CPSC Project Officer will notify the Contractor of what the Video News Release is about, the type of video news release, and where the video taping will take place.

NOTICE:

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractor may receive an order as late as the afternoon before shooting, with video taping to begin at 10:00 a.m. the next morning. The Contractor shall have the Video News Release ready for the satellite feed by 2:30 p.m. the same day in order to be ready for the television stations to show the Video News Release during the 4:00 p.m. Eastern local news programs.

- (2) For the Type 1 - Video News Release, the Contractor shall provide a written script by the morning of the video taping using the CPSC background material provided by the CPSC Project Officer no later than the day before the video taping session, or as directed by the CPSC Project Officer.
- (3) The CPSC Project Officer will approve/disapprove the written script verbally with a follow-up written approval.
- (4) The Contractor shall provide a written shooting schedule for beginning production by the morning of video taping or as directed by the CPSC Project Officer.
- (5) The Contractor shall provide a written edit schedule for beginning production by the morning of the video taping (shooting) at the direction of the CPSC Project Officer.
- (6) The Contractor shall take its three (3) person video crew to the video location as specified by the CPSC Project Officer.
- (7) The Contractor shall direct the video as approved by CPSC Project Officer.
- (8) The producer/director/reporter must quickly perceive the news value of CPSC's topic and ask intelligent questions. This procurement requires experienced news judgment about how to present the product safety message for TV news programs.
- (9) The Contractor shall edit the Video News Release at its in-house studio with CPSC's Project Officer participation and approval. The Contractor shall troubleshoot and correct any problems at no additional cost to the Government.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 10) For Type 1 - Video News Release, the Contractor shall provide a voice-over narration in the studio on one channel and on a separate channel provide the interviews with the CPSC Chairman or CPSC staff with the video taping crew using sound bites and natural sound.
 - 11) The Contractor shall satellite broadcast the Video News Releases soon after the Video News Release is edited. The broadcast shall be SIGMA coded so evaluation can demonstrate TV usage. The CPSC Project Officer will provide verbal approval at the end of the edit session, or shortly thereafter with a written approval to follow.
 - 12) The Contractor shall provide one (1) copy of the final edited video at the end of the production or as specified by the CPSC Project Officer.
 - 13) The Contractor shall provide one (1) sub-master for duplication and one (1) VHS dub to be delivered to CPSC Project Officer.
- 2) Type 2 - Video News Release with Sound Bites, Cover Video and Distribution. Each Video News Release shall be approximately eight (8) minutes in length.

The Contractor shall produce a Video News Release with Sound Bites, Cover Video, and Distribution. Each Video News Release shall be approximately eight (8) minutes of printed slates and pictures of recalled products or generic hazards.

The Contractor shall follow the same steps and time tables explained for Type 1 - Video News Release and Distribution above. No written script and narration is required for Type 2 - Video News Release and Distribution.

3) Distribution of Video News Releases

The Contractor shall also provide the following services for Distribution of Type 1 and Type 2 Video News Releases and Distribution.

The Contractor shall:

- a) Arrange a thirty (30) minute satellite broadcast on two (2) consecutive days for each video to TV stations so they will be able to use the video in their news programs.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- b) Notify by telephone, news wire, facsimile, or e-mail all 700 plus U.S. TV stations producing news programs and encourage consumer reporters to use the videos.
- c) Submit an Evaluation Report to the CPSC Project Officer evaluating the TV usage of the Video News Release, no more than three (3) weeks after each broadcast.
- d) If TV stations cannot get the satellite feed broadcast on the same day of the Video News Release, the Contractor shall make beta SP dubs and send those that were not distributed by overnight delivery to the TV stations.

c. Distribution Only

When ordered by the CPSC Project Officer, the Contractor shall provide Distribution services for the Video News Releases that may be produced by another source following the above Distribution requirements (see C.3.b.4)a) through d) above.

d. Satellite Media Tours

When there is intense media interest in a product recall or generic hazard, as determined and ordered by the CPSC Project Officer, the Contractor shall arrange a "Satellite Media Tour" for the CPSC's spokesperson to broadcast approximately ten (10) consecutive interviews within an hour. The Contractor shall provide the following:

- 1) An in-house producer/director/reporter and in-house studio facility in the same location where the Video News Releases are being edited.
- 2) Attempt to book TV interviews in at least ten (10) of the top twenty (20) media markets.

e. Personnel Requirements

The Contractor shall provide in-house salaried employees of the firm as follows:

- 1) In-house producer/director/reporter with previous television news experience and knowledge and experience with consumer health and safety topics in order to ask intelligent questions about the subjects of the videos. The in-house producer/director/reporters shall be located in the same location where the Video News Releases are edited and placed on the satellite broadcast.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 2) Two (2) or more in-house video crews that consist of producer/director/reporter, audio, and camera persons.
- 3) In-house editor for quick availability for editing of the videos.
- 4) In-house station relations manager who can encourage the use of Video News Releases and book the interviews with consumer and health reporters in major markets.
- 5) In-house producer/director/reporter and in-house studio facility in the same location where the Video News Releases are being edited.

f. Facilities and Equipment Requirements

The Contractor shall possess the following:

- 1) In-house TV production studio facilities to handle tight deadlines,
- 2) In-house editing facilities,
- 3) In-house satellite broadcast facilities,
- 4) In-house station notification systems,
- 5) In-house storage facilities, and
- 6) In-house Sigma Coding Equipment.

g. Other Special Requirements

- 1) The CPSC Project Officer or designated CPSC staff member will participate at every edit session and will notify the Contractor of acceptance or rejection of the video orally at the time of the edit session or shortly thereafter with a written acceptance/rejection to follow.
- 2) CPSC will retain complete editorial and visual control of the content of the Video News Releases and Satellite Media Tours.
- 3) The Contractor shall have the required in-house facilities, in-house salaried employees of the firm, and equipment within a 50-mile radius of CPSC's headquarters office. CPSC is located at 4330 East West Highway, Bethesda, Maryland 20814.
- 4) The Contractor shall have and maintain an up-to-date list of TV consumer and health reporters.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 5) The Contractor shall store all field tapes and original master tapes at the Contractor's in-house studio during the period of performance for the basic year and optional years, if exercised by the Government, or as specified by the CPSC Project Officer.
- 6) The Contractor shall return to the CPSC Project Officer all video tapes and original masters of the Video News Releases and Satellite Media Tours that have been stored by the Contractor during the period of performance after the basic award period or at the end each optional period, if exercised by the government, or as designated by the CPSC Project Officer.

C.4. CD-h

REPORTING REQUIREMENTS

The Contractor shall submit an Evaluation Report for each Video News Release and Distribution Only to the CPSC Project Officer, with a copy of the cover letter to the Contracting Officer for each Video News Release.

The Evaluation Report shall contain the following:

a. Format - the report shall be in the following format:

- 1) Type Cover
- 2) Size appropriate for type of report
- 3) Typewritten & reproducible
- 4) Provide information concerning
 - (a) the contract pursuant to which the report is prepared and
 - (b) the name of the Contractor preparing the report pursuant to such contract.

b. Content - the report(s) shall contain the following:

- 1) For each VNR, an evaluation showing the SIGMA coded TV users of the VNR and an estimate of total TV audience reached.
- 2) The name and location of each station that aired the VNR, the date and time of use, and the audience reached.

c. Timing

This report shall be submitted within three (3) weeks of the satellite broadcast of each VNR.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(End of Section)

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SECTION D
PACKAGING AND MARKING

D.1. D

PACKAGING AND MARKING

All materials to be delivered shall be packaged and marked in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination. In addition to normal markings, the contract number shall be cited on the outside package.

(End of Section)

SECTION E
INSPECTION AND ACCEPTANCE

E.1. EA-h

ACCEPTANCE OF DELIVERABLES

- a. All materials submitted for approval will be reviewed by the CPSC Project Officer within four (4) hours of the end of each edit session.
- b. Acceptance/rejection will be transmitted verbally to the Contractor by the CPSC Project Officer at the end of each edit session or shortly thereafter. The CPSC Project will confirm in writing within three (3) days of acceptance.
- c. Acceptance/rejection will be based on conformance with C.3., STATEMENT OF WORK, and F.2., DELIVERY AND PERFORMANCE, and as follows:
 - 1) Judgment by the CPSC Project Officer that the video meets the professional standards for broadcast quality.
 - 2) That clear narrative and appropriate pictures are used for the video.
 - 3) That the video is the appropriate length that will be used by the television broadcast programmers.
- d. Upon submission of any contract deliverable in Section F.2., DELIVERY OR PERFORMANCE, including the reports specified in C.4., REPORTING REQUIREMENTS, the Contractor shall submit to the CPSC Contracting Officer a copy of the dated cover letter transmitting such deliverable.

(End of Section)

SECTION F
DELIVERIES OR PERFORMANCE

F.1. FA-h

PERIOD OF PERFORMANCE

- a. Basic Contract Period: Effective Date of award through September 30, 1999

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.a.1) through 4).

- b. First Option Period: October 1, 1999 through September 30, 2000

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.b.1) through 4).

- c. Second Option Period: October 1, 2000 through September 30, 2001

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.c.1) through 4).

- d. Third Option Period: October 1, 2001 through September 30, 2002

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.d.1) through 4).

F.2. FB-h

DELIVERY OR PERFORMANCE

- a. The following Items shall be performed or delivered in accordance with the following schedule for the basic period or optional periods, if exercised by the Government:

ITEM	QUANTITY	DELIVERY
I) Video News Releases Type 1 and Type 2 (See C.3.b.)	Minimum of 2 Maximum of 15 combined for a) and b) below not to exceed a total of 15	As ordered by the CPSC Project Officer
a) Type 1 - Video News Release Edited, Narrated Package with		

SECTION F
DELIVERIES OR PERFORMANCE

- | | | | |
|----|--|--|--|
| c) | Station notification and calls to encourage the TV Stations to use the Video News Release (See C.3.b.3)d and e)) | For each VNR | As directed by the CPSC Project Officer |
| 3. | Satellite Media Tour (See C.3.d.) | Minimum of 1
Maximum of 5 | As ordered by the CPSC Project Officer |
| a) | Satellite Interview (See C.3.d.2)) | Approximately ten (10) Interviews/
Per Satellite Media Tour | As ordered by the CPSC Project Officer. |
| 4. | Maintain up-to-date lists of consumer and health reporters (See C.3.g.4)) | Continuously | As required by the contract. |
| 5. | Store all field tapes and original masters (See C.3.g.5)) | For Each VNR Original & Copies | During the Period of Performance and all optional years as specified by the CPSC Project Officer. |
| 6. | Return of all field tapes and original masters (See C.3.g.6)) | Each VNR and Satellite Media Tour | At the end of each basic or optional period of performance, or as designated by the CPSC Project Officer |

F.3. FC

PLACE OF DELIVERY OR PERFORMANCE

- a. Items specified in F.2., above, DELIVERY OR PERFORMANCE, shall be mailed to the following address:

U.S. Consumer Product Safety Commission
Office of Information and Public Affairs
Room 519
Washington, D.C. 20207
Attn: Ken Giles
Project Officer

or hand delivered to:

U.S. Consumer Product Safety Commission
Office of Information and Public Affairs
Room 519
4330 East West Highway
Bethesda, Maryland 20814
Attn: Ken Giles
Project Officer

SECTION F
DELIVERIES OR PERFORMANCE

- b. A copy of the cover letter transmitting the above shall be submitted to the Contracting Officer at the following address:

U.S. Consumer Product Safety Commission
Division of Procurement Services, Room 517
Washington, D.C. 20207
Attention: Rose Mary Heidenreich
Contract Specialist

(End of Section)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. GA-h

CONSIDERATION

- a. Basic Contract Period: Effective Date of award through September 30, 1999

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.a.1)a) and b) through 3).

- b. First Option Period: October 1, 1999 through September 30, 2000

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.b.1)a) and b) through 3).

- c. Second Option Period: October 1, 2000 through September 30, 2001

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.c.1)a) and b) through 3).

- d. Third Option Period: October 1, 2001 through September 30, 2002

As ordered by the Government, and in consideration for its satisfactory performance, the Contractor shall be paid firm fixed prices at the rates specified in Section B.4.d.1)a) and b) through 3).

- a. Basic Contract Period February 16, 1999 through September 30, 1999

In consideration for the work performed in accordance with the Statement of Work and terms and conditions, the Contractor will be paid up to a firm fixed not to exceed price of \$69,510.00.

- b. 1st Option Period - October 1, 1999 through September 30, 2000

As consideration for its satisfactory performance, the Contractor Shall be paid up to a firm fixed not to exceed price of \$298,500.00.

- c. 2nd Option Period October 1, 2000 through September 30, 2001

As consideration for its satisfactory performance, the Contractor Shall be paid up to a firm fixed not to exceed price of \$313,425.00.

- d. 3rd Option Period - October 1, 2001 through September 30, 2002

As consideration for its satisfactory performance, the Contractor Shall be paid up to a firm fixed not to exceed price of \$313,425.00.

G.2. GB

SECTION G
CONTRACT ADMINISTRATION DATA

PAYMENT

- a. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.
- c. Final Payment for a task order will be made on or after delivery and acceptance of all items required by the task order.
- d. Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in G.4. "Billing Instructions," except as follows:
- e. When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified.

G.3. GC-h

PARTIAL PAYMENT

- a. The Contractor shall submit vouchers for partial payment as follows:

Upon completion and acceptance of any of the items ordered (set forth in Section B.4.), the Contractor may invoice for the firm fixed price.

G.4. GD

BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:
 - (1) The name of the business concern.

SECTION G
CONTRACT ADMINISTRATION DATA

- (2) The voucher/invoice number and date.
 - (3) The contract number, and/or task order number any other authorization for delivery.
 - (4) Accounting and appropriation data.
 - (5) Description, price, and quantity of goods or services actually delivered.
 - (6) Labor hours billed by labor category (if applicable).
 - (7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
 - (8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
 - (9) Shipping cost terms (if applicable).
 - (10) Payment terms.
 - (11) Other substantiating documentation or information as specified in the contract or purchase order.
 - (12) Name, where practicable, title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:
- Ms. Cecilia R. Smith, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission
4330 East West Highway Room 522
Washington, D.C. 20207
(Phone: 301-504-0018 ext. 1132)
- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:
- Ms. Deborah Peebles Hodge, Prompt Payment Contact
Division of Financial Management
Consumer Product Safety Commission
4330 East West Highway Room 522
Washington, D.C. 20207
(Phone: 301-504-0018 ext. 1132)
- f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

G.5. GF

WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the

SECTION G
CONTRACT ADMINISTRATION DATA

Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.6. GG-h

PROJECT OFFICER DESIGNATION

Ken Giles, of the Commission's Office of Information and Public Affairs has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0580 ext. 1184.

a. The CPSC Project Officer is responsible for:

- (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with Section F., Delivery or Performance.
- (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and
- (3) Inspection and acceptance of all items required by the contract.

b. The Project Officer is not authorized to and shall not:

- (1) Make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,
- (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
- (3) Take any action that commits the Government or could lead to a claim against the Government.

G.7. GH-h

KEY PERSONNEL

- a. The following individuals have been identified as key personnel for performance under this contract:

NAME	TITLE
Meredith Resnick	Executive Producer
Brad Paxton	Director of Photography/Editor
Sean Gates	Senior Photographer/Editor
Michelle LeCompte	Project Director
Diana Gonzalez	Manager, Media Relations and

SECTION G
CONTRACT ADMINISTRATION DATA

Co-Project Director

- b. The personnel specified in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided, that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause.

(End of Section)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. HD-h

GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government will furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:

All Government Furnished Property (primarily consumer product samples) will be hand carried by the CPSC Project Officer to the video and edit session. These items will be consumer products which will be identified by the CPSC Project Officer for TV news programs at the time of the video taping sessions. All items will be used at that video taping by the Contractor. Immediately after the video and edit session, all items shall be returned to the CPSC Project Officer and the CPSC Project Officer will hand carry the items back to CPSC. No other Government Property will be furnished to the Contractor.

- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

H.2. HF

DRUG-FREE WORKPLACE

- a. Definitions. As used in this clause,
- (1) "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
 - (2) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - (3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
 - (4) "Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - (5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- (6) "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- b. The Contractor, if other than an individual, shall
- (1) Publish a statement notifying its employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish a drug-free awareness program to inform such employees about --
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph b.(1) of this clause;
 - (4) Notify such employees in the statement required by subparagraph b.(1) of this clause, that as a condition of continued employment on this contract, the employee will --
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision b.(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
 - (6) Within thirty (30) days after receiving notice under subparagraph b.(4) of this clause of a conviction, impose the following sanctions or remedial reassures on any employee who is convicted of drug abuse violations occurring in the workplace;
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs b.(1) through b.(6) of this clause.
- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful

SECTION H
SPECIAL CONTRACT REQUIREMENTS

manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs b. and c. of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

H.3. HK

DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds \$100,000 in value, the Contractor shall comply with Provision No. 52.203-11 entitled Certification of Disclosure Regarding Payments to Influence Certain Federal Transactions previously certified by the Contractor in Section K of the solicitation, and with Clause No. 52.203-12 of this contract entitled Limitation on Payments to Influence Certain Federal Transactions. The above provision and clause prohibit the use of Federally appropriated funds (including profit or fee received under a covered Federal transaction) for lobbying activities. The Contractor shall furnish an initial disclosure if any non-Federal funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee or a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement.
- b. The disclosure form, OMB Standard Form LLL entitled Disclosure of Lobbying Activities is included as Attachment D to this contract.
- c. In addition, the Contractor shall file an updated disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any initial disclosure form previously filed by such person under the contract. An event that materially affects the accuracy of the information reported includes --
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s), influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract. Please review Clause 52.203-12 for detailed information about this

SECTION H
SPECIAL CONTRACT REQUIREMENTS

requirement. A full text version of the clause will be made available upon request to the Contracting Officer.

H.4. HL

METRICATION STATEMENT

- a. IN THIS SOLICITATION DOCUMENT, AND IN ANY PROPOSAL SUBMITTED IN RESPONSE THERETO AND ANY RESULTANT CONTRACT, THE OFFEROR SHALL STATE ALL MEASUREMENTS IN THE METRIC SYSTEM EXCEPT TO THE EXTENT THAT SUCH USE IS IMPRACTICAL OR IS LIKELY TO CAUSE SIGNIFICANT INEFFICIENCIES OR LOSS OF MARKETS TO UNITED STATES FIRMS, SUCH AS WHEN FOREIGN COMPETITORS ARE PRODUCING COMPETING PRODUCTS IN NON-METRIC UNITS.
- b. IF AN OFFEROR TO THIS RFP DETERMINES THAT THE USE OF THE METRIC SYSTEM OF MEASUREMENTS IN ITS PROPOSAL IS IMPRACTICAL FOR ANY OF THE REASONS STATED ABOVE AND SUBMITS ITS PROPOSAL IN CUSTOMARY UNITS OF MEASUREMENT, THE OFFEROR SHALL PROVIDE WITH ITS PROPOSAL A REQUEST FOR EXCEPTION STATEMENT EXPLAINING ITS REASONING IN REQUESTING AN EXCEPTION TO THE METRIC USAGE REQUIREMENT.
- c. THE "METRIC SYSTEM" OF MEASUREMENT MEANS THE INTERNATIONAL SYSTEM OF UNITS AS ESTABLISHED BY THE GENERAL CONFERENCE OF WEIGHTS AND MEASURES AND AS INTERPRETED OR MODIFIED FOR THE UNITED STATES BY THE SECRETARY OF COMMERCE.

H.5. HM

CPSC SMOKE FREE POLICY

- a. All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy which became effective July 6, 1993.
- b. This policy prohibits smoking in all CPSC owned and leased space, both headquarters and field offices, in order to protect the health and comfort of employees and guests. This includes the new East West Towers Building in Bethesda, Maryland.
- c. Failure by the Contractor's employees to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract and could result in termination of the contract for default.

H.6. HN

NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS CONTRACT

The Contractor agrees that it and its employees will not disclose any data

SECTION H
SPECIAL CONTRACT REQUIREMENTS

obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer. The Contractor shall obtain an agreement of non-disclosure Attachment C from each employee who will work on this contract or have access to data obtained or developed under this contract.

(End of Section)

SECTION I
CONTRACT CLAUSES

I.1. 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/these address(es):

<http://www.arnet.gov/far>

(End of clause)

I.2. 52.202-1
DEFINITIONS (OCT 1995)
(Reference)

I.3. 52.203-3
GRATUITIES (APR 1984)
(Reference 3.202)

I.4. 52.203-5
COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.5. 52.203-7
ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.6. 52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.7. 52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN
1997)
(Reference 3.808)

I.8. 52.215-1
INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)
(Reference 15.209)

I.9. 52.215-2
AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
(Reference 15.209)

I.10. 52.217-2
CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

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CONTRACT CLAUSES

- (Reference 17.109)
- I.11. 52.217-6
OPTION FOR INCREASED QUANTITY (MAR 1989)
(Reference 17.208)
- I.12. 52.222-3
CONVICT LABOR (AUG 1996)
(Reference 22.202)
- I.13. 52.222-26
EQUAL OPPORTUNITY (APR 1984)
(Reference 22.810)
- I.14. 52.222-35 I
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(APR 1998)--ALTERNATE I (APR 1998)
(Reference 22.1308)
- I.15. 52.222-36
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)
- I.16. 52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)
(Reference 27.202-2)
- I.17. 52.227-3
PATENT INDEMNITY (APR 1984)
(Reference 27.203-1)
- I.18. 52.229-3
FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
(Reference 29.401-3)
- I.19. 52.232-1
PAYMENTS (APR 1984)
(Reference 32.111)
- I.20. 52.232-11
EXTRAS (APR 1984)
(Reference 32.111)
- I.21. 52.232-17
INTEREST (JUNE 1996)
(Reference 32.617)
- I.22. 52.232-18
AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)
- I.23. 52.232-19
AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
(Reference 32.705-1)

SECTION I
CONTRACT CLAUSES

- I.24. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- I.25. 52.232-33
MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
(Reference 32.1103)
- I.26. 52.233-1
DISPUTES (DEC 1998)
(Reference 33.215)
- I.27. 52.233-3
PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
- I.28. 52.242-17
GOVERNMENT DELAY OF WORK (APR 1984)
(Reference 42.1305)
- I.29. 52.243-1 I
CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)
- I.30. 52.245-1
PROPERTY RECORDS (APR 1984)
(Reference 45.106)
- I.31. 52.246-4
INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)
- I.32. 52.246-20
WARRANTY OF SERVICES (APR 1984)
(Reference 46.710)
- I.33. 52.246-25
LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)
- I.34. 52.249-4
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)
(Reference 49.502)
- I.35. 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)
- I.36. IA
DISCLOSURE OF INFORMATION

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- a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

- b. Any publications of or publicity pertaining to, the Contractor's document shall include the following:

"This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-C-99-2001. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

I.37. IB
HANDLING OF CONFIDENTIAL INFORMATION

- a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.

- b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. The Contractor shall maintain confidential business information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Division of Procurement Services, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in Attachment A Affidavit of

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Disclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

- c. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and periodically during contract performance as deemed necessary by the CPSC Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award.
- d. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY BE TREATED AS A DEFAULT PURSUANT TO THE TERMS OF THIS CONTRACT.

I.38. IC
RIGHTS IN DATA

- a. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, motion pictures with or without accompanying sound, motion picture scripts, musical compositions, sound tracks, translations, survey reports, research or study reports, instruction manuals, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. All "subject data" first produced in the performance of this contract shall be the sole property of the Government. Except for his own internal use, the Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public.
- c. The Contractor agrees to grant and does hereby grant to the Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.
- d. The Contractor shall indemnify and save and hold harmless the government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy,

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arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract.

- e. Nothing contained in this clause shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. Paragraphs c. and d. above are not applicable to material furnished to the Contractor by the Government and incorporated into the work furnished under the contract: Provided, such incorporated material is identified by the Contractor at the time of delivery of such work.
- g. Whenever any subject data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's rights in this subcontractor's subject data.

I.39. ID

REPORTS - PROTECTION OF PERSONAL AND PROPRIETARY RIGHTS

The contents of all reports submitted to the Commission under this contract will be made available to the public. Therefore, the Contractor agrees to clearly and conspicuously mark any reported information (including names of individuals) public disclosure of which, to the knowledge or reasonable belief of the Contractor, would be an invasion of personal privacy or a violation of proprietary rights, in order that such information may be readily identified and deleted before the report is released to the public.

I.40. IE

PUBLIC INFORMATION

- a. Rights to all information, uses, processes, patents, and other developments resulting from this contract will be made available by the Commission to the public without charge on a nonexclusive basis. Nothing in this provision shall be construed to deprive any person of any right which he may have had, prior to entering into this contract, to any patent, patent application, or invention or to any proprietary data or trade secret. The Contractor agrees that he will include this provision in all subcontracts made under this contract.
- b. Sections 200-211 of Title 35 of the United States Code specifically supersedes the above to the extent that they permit small business firms and nonprofit organizations to retain in most cases, exclusive\ commercial rights to inventions made with Commission support.

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I.41. IH
MUSIC RIGHTS

The Contractor shall obtain worldwide music rights and assign such releases to the Government for any music used in the video. Such releases will enable the Government to (1) exhibit the film at any time and through any method of projection or transmission and (2) to authorize others to do so.

I.42. II
TALENT RELEASE

The Contractor shall obtain releases from all talent employed in the creation and production of any video film which may be developed under this contract. These releases shall be assigned to the U.S. Consumer Product Safety Commission and shall enable the Government to adapt, reedit and/or alter any film, and to: (1) exhibit the video or film at any time and through any method of projection or transmission including television, and (2) to authorize others to do so free and clear of any claim on the part of the talent.

I.43. IM-h
OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods:
 - 1) October 1, 1999 - September 30, 2000
 - 2) October 1, 2000 - September 30, 2001
 - 3) October 1, 2001 - September 30, 2002
- b. The Contracting Officer shall give written notice of renewal to the Contractor prior to the expiration date of the previous contract period; provided that, the Contracting Officer shall give preliminary notice of the Government's intention to renew at least thirty (30) days before the contract is to expire. (Such preliminary notice shall not be deemed to commit the Government to renewals.)
- c. The exercise of these options shall be based on the pricing contained in Section B.4.

I.44. IP-h
INDEFINITE QUANTITIES

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- a. It is estimated that the Commission's total requirements under any resultant contract will not exceed a total maximum of fifteen (15) combined both Type 1 - Video News Releases Edited, Narrated Package with Sound Bites, Cover Video, and Distribution, and Type 2 - Video News Releases with Sound Bites, Cover Video, and Distribution, and a maximum of five (5) for Distribution Only, and a maximum of five (5) Satellite Media Tours for the basic period and subsequent optional periods, if exercised by the Government.

- b. It is impossible to determine the quantity described herein that will be required during the performance of this contract, however, a minimum of two (2) combined both Type 1 - Video News Release Edited, Narrated, Package with Sound Bites, Cover Video, and Distribution, and Type 2 - Video News Release with Sound Bites and Cover Video, and Distribution, and one (1) for Distribution Only, and one (1) Satellite Media Tour will be obligated and paid for under the resultant basic contract and any optional periods, if exercised by the Government unless the contract is terminated.

I.45. IQ

ORGANIZATIONAL CONFLICTS OF INTEREST - THIS PROCUREMENT

- a. The Contractor warrants that, to the best of its knowledge and belief there are no relevant facts which could give rise to an organizational conflict of interest, as defined in Section I.46. Organizational Conflicts of Interest, CPSC-C-99-2001, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.

- b. The Contractor agrees that if, after award, it discovers an organizational conflict of interest, as defined in this document, it will immediately notify the Contracting Officer in writing of the conflict. The notification shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may, however, terminate the contract for the convenience of the Government if such action is determined by the Contracting Officer to be in the best interest of the Government.

- c. If the Contractor is aware of an organizational conflict of interest, as defined in this document, before receiving award of this contract but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

- d. The Contractor shall include the provisions of this clause in all subcontracts for work to be performed in support of this contract. The terms "contract," "Contractor," and "Contracting Officer" shall be modified appropriately in such subcontracts to preserve the Government's rights under this contract.

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I.46. IR-h
ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.
- b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.
- c. Restrictions applicable to technical consulting and management support services contracts.
 - (1) The Contractor shall be ineligible to participate in any capacity in CPSC contracts, subcontracts, or proposals therefore (solicited or unsolicited), other than follow-on contracts for additional technical consulting and management support services, which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract that relates to any of its own products or services, or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.
 - (2) If the Contractor, under this contract, prepares a complete or essentially complete statement of work or specifications to be used by CPSC in future competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
 - (3) Nothing in this clause shall preclude the Contractor from offering or selling its standard commercial items to the Government.
- d. Restrictions on use of information.
 - (1) If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees

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that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the CPSC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by CPSC.

- (2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 522a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (3) The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all reporting requirements of this contract have been met.
- e. Duty to disclose conflicts discovered after award. The Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the Contracting Officer, including a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC, may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- f. Restrictions on subcontracts. No subcontractors are allowed for this contract.
- g. Remedies. For breach of any of the above restrictions, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- h. Waiver. Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

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PROTEST AFTER AWARD (Fixed Price)

- a. Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. 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. Upon receipt of the final decision in the protest, 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 either before or after a final decision in the protest, 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 -
 - (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 requests an adjustment within thirty (30) calendar 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 request 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.

- e. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

I.48. IZ-h
ORDERING

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- a. Any supplies and services to be furnished under this contract will be ordered by the individuals or activities designated in the schedule as the CPSC Project Officer. Such Orders may be issued for the basic year from the effective date of the contract award through September 30, 1999, or if the Government exercises the Options to Extend the Term of the Contract, then for
First Option: October 1, 1999 through September 30, 2000,
Second Option: October 1, 2000 through September 30, 2001, and
Third Option: October 1, 2001 through September 30, 2002
- b. All Orders are subject to the terms and conditions of this contract. In the event of conflict between a order and this contract, the contract shall control.
- c. If mailed, an Order is considered "issued" when the Government deposits the order in the mail.

I.49. IZA
PRIVACY ACT

This contract does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

(End of Section)

SECTION J
LIST OF ATTACHMENTS

J.1. JA-h
SECTION J

- A. Affidavit of Nondisclosure, 1 page
- B. Disclosure of Lobbying, Standard Form LLL, 1 page

ALL ATTACHMENTS ARE INCLUDED AFTER SECTION J OF THIS CONTRACT
(End of Section)