

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1 REQUISITION NUMBER REQ-2200-13-0006		PAGE OF 1 15	
2 CONTRACT NO. GS-35F-0074S		3 AWARD EFFECTIVE DATE 03/04/2013	4 ORDER NUMBER CPSC-F-13-0022		5 SOLICITATION NUMBER CPSC-Q-13-0009		6 SOLICITATION ISSUE DATE 12/12/2012
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Greg Grayson		b. TELEPHONE NUMBER (No collect calls) 301-504-7725		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			CODE FMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		1/3 FOR: NAICS 511210 SIZE STANDARD \$23.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS SB/Net 30		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFO & PUBLIC AFFAIRS 4330 EASTWEST HIGHWAY ROOM 519 BETHESDA MD 20814		CODE EXPA	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814		CODE FMPS		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
17a CONTRACTOR/OFFEROR WINVALE GROUP LLC THE C/O MELTWATER NEWS US INC 1012 14TH STREET NW FIFTH FLOOR WASHINGTON DC 20005		CODE 141213871	FACILITY CODE	18a PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P.O. Box 25710 Oklahoma City OK 73125		CODE FMPS	
TELEPHONE NO.				17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 141213871 Contracting Officer Representative: Patty Davis Tel: 301-504-7601 Email: PDavis@cpsc.gov The Contractor shall provide all necessary personnel, materials and services required to perform online news and social media monitoring services in accordance with the attached Statement of Work, Terms and Conditions, and GS (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 0100A13DSE-2013-4479400000-CM00001600-252H0					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$29,490.93		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input checked="" type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Eddie Ahmad		31c. DATE SIGNED 3/4/13	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	schedule# GS-35F-0074S. Base Period - 4 March 2013 through 3 March 2014 Contractor shall provide online news media and social media monitoring services in accordance with the attached statement of work and to include Meltwater News: \$9,773.30 Meltwater Buzz: \$14,659.95 Meltwater Press: \$5,057.68	1	YR	29,490.93	29,490.93
0002	First Option Period - 4 March 2014 through 3 March 2015 Contractor shall provide online news media and social media monitoring services in accordance with the attached statement of work to include Meltwater News: \$9,773.30 Meltwater Buzz: \$14,659.95 Meltwater Press: \$5,057.68 Amount: \$29,490.93 (Option Line Item) Second Option Period - 4 March 2015 through 3 March 2016 Continued ...	1	YR	29,490.93	0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YYMMDD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-0074S/CPSC-F-13-0022

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NAME OF OFFEROR OR CONTRACTOR
WINVALE GROUP LLC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Contractor shall provide online news media and social media monitoring services in accordance with the attached statement of work to include Meltwater News: \$9,773.30 Meltwater Buzz: \$14,659.95 Meltwater Press: \$5,057.68 Amount: \$29,490.93 (Option Line Item) Third Option Period - 4 March 2016 through 3 March 2017	1	YR	29,490.93	0.00
0004	Contractor shall provide online news media and social media monitoring services in accordance with the attached statement of work to include Meltwater News: \$9,773.30 Meltwater Buzz: \$14,659.95 Meltwater Press: \$5,057.68 Amount: \$29,490.93 (Option Line Item) Fourth Option Period - 4 March 2017 through 3 March 2018	1	YR	29,490.93	0.00
0005	Contractor shall provide online news media and social media monitoring services in accordance with the attached statement of work to include Meltwater News: \$9,773.30 Meltwater Buzz: \$14,659.95 Meltwater Press: \$5,057.68 Amount: \$29,490.93 (Option Line Item) The total amount of award: \$147,454.65. The obligation for this award is shown in box 26.	1	YR	29,490.93	0.00

STATEMENT OF WORK FOR ONLINE NEWS AND SOCIAL MEDIA MONITORING AND JOURNALIST CONTACT DATABASE

1. DESCRIPTION OF SERVICES: The contractor shall provide news monitoring services to support the Office of Communication Management, U.S. Consumer Product Safety Commission (CPSC). Services shall be performed at the contractor's site.

2. CONTRACT TYPE: This is a firm fixed priced performance-based contract. This is a non-personal service contract with a base year and four (4), one (1) year option periods.

3. SERVICES AND PRICES: The contractor shall provide pricing in accordance with Block 20, Schedule of supplies/services for Contract Line Item Numbers (CLINs) 0001 through 0005.

4. BACKGROUND: The U.S. Consumer Product Safety Commission (CPSC) is a small, independent regulatory agency with the mission of protecting consumers from injury and deaths relating to 15,000 different types of products under its jurisdiction. Though a small agency, CPSC often makes important news vital to keeping consumers safe. The agency uses monitoring of this news coverage to determine and measure the scope and reach of its public safety messages, which include product recall announcements and education campaigns on safety issues, such as poison prevention, drowning prevention and fire prevention.

5. OBJECTIVE: The objective of this contract is to provide monitoring services of online news media and social media coverage regarding CPSC's recall announcements and safety campaigns and to reach journalists who report on the agency's work through the contractor's journalist contact database.

6. PERFORMANCE WORK STATEMENT:

A. The contractor shall work independently, and not as an agent of the Government, the contractor shall furnish all necessary personnel, material, services and facilities to perform the work. The contractor shall provide monitoring tools, reports, and accessibility.

B. Service shall include:

1. Online News Media and Social Media Website Monitoring and Tracking –

- a) Access - The contractor shall allow full access by CPSC to its online news and social media monitoring platforms so CPSC can perform its own searches of and generate audience estimates based on the firm's data.
- b) Keywords - The contractor shall perform daily media monitoring services using a minimum of fifteen (15) simultaneous keywords/search strings. CPSC's Contracting Officer Representative (COR) will identify the keywords and the contractor will set up the keywords on its monitoring database. Keywords will change due to various Safety Campaigns and Recalls that are in progress. The contractor shall adjust CPSC's keywords within three (3) hours of a request by CPSC's COR.
- a) Coverage - The contractor shall provide to CPSC unlimited monitoring services on all media platforms of current and previous news stories (at least 30 days old) which shall include 24 hours a day; 7 days a week of online news and social media news coverage of CPSC. All tracking service shall be provided using real-time CPSC coverage within four to six hours of posting of the online news and within one hour of posting of the social media content.
- b) Media Outlets - The types of media outlets to be monitored and tracked
 - shall include: A minimum of 90,000 online news outlets, including newspapers and magazines
 - Social media platforms including Facebook, Twitter, YouTube, Google+, community listservs and at least 100,000 blogs.

2. Monitoring Data

- a) For news sites, the contractor's monitoring data shall include audience numbers or circulation from rating firms such as Verified Audit Circulation and/or Audit Bureau of Circulation or a comparable rating firm acceptable to CPSC.
- b) For social media, the contractor's monitoring data shall include unique audience numbers for each site, blogger, Tweets, re-tweets and followers, and publicity value when publicity value is available. Social media reports shall also include engagement information including number of likes, dislikes, shares, comments,+1s and e-mail shares when e-mail shares are available.

- c) The monitoring data shall include the following information:
- be sorted by subject topic –subject topics or keywords/search strings will be provided to contractor by CPSC
 - date of publication
 - the name of the site or the page, web address and title of story
 - access to the full article, blog or posting
 - CPSC shall have the ability to search for the contractor’s monitoring platform for news content
 - (for online news sites) include precise audience or circulation numbers from a credible tracking firm such as Verified Audit Circulation and the Audit Bureau of Circulation and publicity value
 - (for social media) include unique audience numbers or precise number of followers of Twitter handles, blogs, and/or friends on a Facebook page (not just one big number for the Twitter or Google universe), and publicity value when available
 - (for social media) include engagement information including number of likes, dislikes, shares, comments +1s and, if available, e-mail shares.
 - include a tool (e.g. Excel, etc.) for CPSC to total the audience impressions from the monitoring data for each subject and keyword/search string by content type (e.g. Twitter vs. online news)
- d) Analytics tool to help CPSC to understand the effectiveness of its messages with different audiences.
- e) Monitoring data shall be e-mailed to CPSC by 8:30 a.m. ET each morning. Weekend results shall be e-mailed to CPSC during the weekend or on the following Monday by 8:30 a.m. ET.
- f) The contractor shall include monitoring of new and emerging social media platforms as they become more mainstream (i.e. Pinterest).

3. Journalist contact database

- a) The contractor shall provide CPSC unlimited access to a contact database that includes a minimum of at least 50,000 journalists.
- b) The contractor’s database shall identify specific journalists and provide CPSC with the ability to look up journalists by name, news organization and the content in the journalist’s published articles.

- c) The contractor shall provide CPSC with the capability to send press releases to these journalists through its journalist database when required.

C. Coordination with CPSC Contracting Officer Representative (COR):

1) The contractor shall make arrangement to meet with CPSC's COR within seven (7) days after award of this contract to discuss the contract and CPSC's plan for monitoring.

2) Within three (3) days from date of initial meeting, the contractor shall begin monitoring online news and social media coverage of CPSC.

3) The contractor shall provide a minimum of one (1) user logins to the contractor's media monitoring platforms and shall provide training for one (1) users when required by CPSC.

4) The contractor shall provide a designated staff member to be the point of contact to work with CPSC setting up and managing CPSC's monitoring services.

7. PERIOD OF PERFORMANCE:

The contract performance period shall begin on 04 March 2013 and shall continue through 03 March 2014. Option year performance period shall be as indicated in the schedule of services, if exercised.

8. PERFORMANCE ASSESSMENT PLAN:

The contractor's performance requirements shall be summarized into performance objectives that relate directly to the mission essential tasks of this contract. The performance thresholds briefly describe the minimum acceptable levels of services required for each objective. The thresholds are critical to mission success.

A. PERFORMANCE OBJECTIVE-

Monitoring Data- All monitoring data shall be properly formatted and submitted on time as noted in the performance work statement.

PERFORMANCE THRESHOLDS -

Excellent: Meet all of the requirements as specified for daily monitoring data and journalist database, 100% of the time; with no more than five (5) occasions for which the COR requires follow-up for additional details.

Acceptable: Meet all of the requirements as specified for daily monitoring data and journalist database, 90% to 99% of the time; with no more than six (6) to twelve (12) occasions for which the COR requires follow-up for additional details.

Marginal: Meet all of the requirements as specified for daily monitoring data and journalist database, 80% – 89% of the time, with no more than thirteen (13) to twenty (20) occasions that require the COR to follow-up for additional details.

Unacceptable: Failed to meet the requirements as specified for daily monitoring data and journalist database, below 80% of the time. More than twenty (20) occasions require the COR to follow-up for additional details.

The contractor officer representative shall be responsible for monitoring contractor's performance and determining performance measures. All performance shall be documented, in accordance with the performance assessment plan. The COR shall maintain written records of the contractor's performance in accordance with the records of the contractor's performance in accordance with the assigned performance objectives. The COR shall determine if performance thresholds are met.

9. QUALITY CONTROL:

A. The contractor shall develop and maintain a quality control program that is in accordance with the performance work statement and the commonly accepted commercial practices. The contractor shall also develop and implement a plan that will ensure access to all media monitoring platforms tracking CPSC that are required in the performance work statement. At a minimum the contractor shall develop quality control procedures that address the areas identified in the Performance Work Statement.

B. The contractor shall identify at least one individual who will be responsible for the day-to-day work performed and shall oversee quality assurance and any issues regarding contract performance under this contract.

10. CONTRACTING OFFICER REPRESENTATIVE

A. The following individual has been designated as the Contracting Officer Representative (COR) for this contract:

Name: Patty Davis
Division: **Office of Communications**
Telephone: **301-504-7601**
Email: pdavis@cpsec.gov

B. The CPSC COR 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 are not received on schedule in accordance with the prescribed delivery schedule.
- (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.

C. The COR 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.

11. CLAUSES

LC 21A Disclosure of Information - Limits on Publication

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 publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-13-0022 . 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."

LC 21B Disclosure of Information - Restricted Publication

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.

b. Should the contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-13-0022. 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."

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Feb 2012)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials

or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

52-217-08 OPTION TO EXTEND SERVICES (Nov 1999)

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

(End of clause)

52-217-09 OPTION TO EXTEND THE TERM OF CONTRACT (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days prior to expiration of the contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least forty-five (45) days before the contract expires. The preliminary notice does not commit the Government to an extension

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not to exceed five (5) years.

(End of clause)

12. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) 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. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail
CPSC Accounts Payable Branch, AMZ-160
PO Box 25710

Oklahoma City, Ok. 73125

FEDEX

CPSC Accounts Payable Branch, AMZ-160
6500 MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (EXC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

PAYMENT

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 "Billing Instructions," except as follows:

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. Otherwise, late payments will include interest penalty payments.

Inquiries regarding payment should be directed to Debbie Young at 405-954-7467 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Eldona Canterbury at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.