

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 3
2. Amendment/Modification No. 0007	3. Effective Date Dec 2, 2003	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)	
6. Issued By Contracts and Purchasing Opr., Group A Dept. of Education, Rm 3069, ROB-3 Seventh and D Streets SW Washington, DC 20202-4444 DeShonjla A. Blount 202-260-9987		7. Administered By (If other than Item 6) SEE BLOCK 6		Code
8. Name and Address of Contractor (No., Street, County, and Zip Code) KETCHUM, INC. 2000 L STREET NW SUITE 300 WASHINGTON DC 200364923			(X)	9A. Amendment of Solicitation No.
Vendor ID: 00009894 DUNS: (b)(2) CAGE: 1TXH6				9B. Date (See Item 11)
			X	10A. Modification of Contract/Order No. ED-03-PO-1725
				10B. Date (See Item 13) May 14, 2003
Code	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
See Schedule \$ US 113,441.06

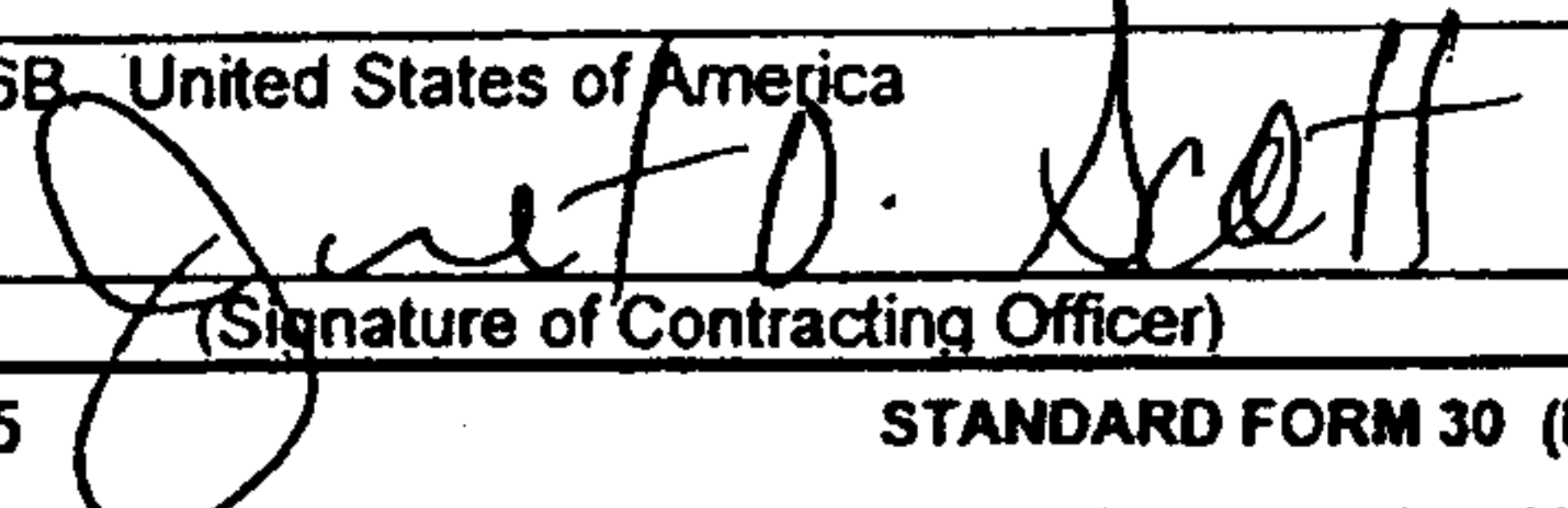
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
X	D. Other (Specify type of modification and authority) C.3 Task Order Procedure
	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to include funds for work request 9 and increase the contract by \$113,441.06.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print)		16A. Name and title of Contracting Officer (Type or Print) Janet D. Scott (202) 708-7947 Contracting Officer	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States of America  (Signature of Contracting Officer)	16C. Date Signed 01/06/04

This contract is modified as follows:

Nonresponsive

Nonresponsive

Nonresponsive

Nonresponsive

Nonresponsive

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0	WORK REQUEST #9-Minority Outreach Campaign-6 Month Approach WORK REQUEST #9-Minority Outreach Campaign-6 Month Approach	1	SE	113,441.06	113,441.06
	Accounting and Appropriation Data: 0800A2004.A.2004.EAT00000.500.2521A.000.00 0.0000.000000 US\$ 113,441.06 BOC: 2521A PR #: EDOOOS-04-000034				

Minority Outreach Campaign
SOW #9

The Department of Education (ED) is interested in exploring communications strategies for educating the African American community with messages about No Child Left Behind (NCLB).

ED wants to utilize television and radio advertising on the "The Right Side," which is produced by Right Side Productions.

Established in 1987 with offices in D.C and Chicago, Right Side Productions is a subsidiary of the Graham Williams Group (GWG) that produces informative, innovative programming for top clients and officials in the media arena. The most recognized and respected brand name of its product line is "The Right Side," hosted by nationally syndicated print, television, & radio personality and CEO of the Graham Williams Group, Armstrong Williams.

With more than 100 radio and television affiliates across the country, in such major markets as the District of Columbia, Los Angeles, Chicago, Dallas, Houston, Philadelphia and many more, "The Right Side," with Armstrong Williams is a conduit to 12 million targeted viewers.

Whereas others just report the news, "The Right Side" goes one step further, providing compelling insights into the political and social issues that Americans care about most, with a strong emphasis placed on moral striving and rededication to the family.

Taped in Washington, D.C., "The Right Side" delivers its message not only to millions of viewers across the country, but also to the people intricately involved in this country's legislative, judicial, political and economic process.

"The Right Side" affords the opportunity to communicate with one of the most unique and diverse audience in the industry: 30% American black, 21% Latino, 40% white.

Ketchum, the contractor, shall arrange for production of two television and two radio ads that would run on the "Right Side" for the next six months. The ads shall include the Secretary and Mr. Williams and shall focus on NCLB.

The ads shall run on the following national and local TV stations:

The Liberty Channel (national)

"The Right Side" airs M, W, F 1-2 PM (EST)

Sky Angel (national)

"The Right Side" airs Sundays, 10-11 PM (EST) and Wednesdays, 7:30-8:30 AM (EST).

CTN

"The Right Side" airs M-F, 1-2 PM (EST); repeats M-F, 11 PM-12Am (EST)

Arlington VA TV

"The Right Side" airs Saturdays, 3-4 PM (EST)

DCTV

"The Right Side" airs Fridays, 9-10 PM (EST)

WBPH TV 60, Allentown, PA

"The Right Side" airs M-F, 6:30-7:30 PM (EST)

WIWU-TV Marion, Indiana

"The Right Side" airs M,W,F, from 1-2PM (EST)

Family Life TV, PA

"The Right Side" airs M,W,F, from 1-2PM (EST)

TCN-WB TV 15, Florida

"The Right Side" airs Sundays, from 3-4PM

WBEK TV, GA

"The Right Side" airs M, W, F 2-3 PM

WIAV-TV 58, Maryland

"The Right Side" airs M-F, 2-3 PM

Grambling State University, LA

"The Right Side" airs M-F, 5-6 PM

WAZT TV, Woodstock, VA

"The Right Side" airs Sat, Sun, 11:00 AM-12:00 PM

Ketchum shall arrange for Mr. Williams to regularly comment on NCLB during the course of his broadcasts. Show times and days may change or be subject to preemption at the programmer's discretion.

Deliverables

Ketchum shall create and place the following ads:

- Two (2) (:60) Television ads promoting NCLB. *Ads shall be produced by Graham Williams Group. Ads shall feature a one-minute read by Secretary Paige*

- Two (2) (:60) Radio ads promoting NCLB. *Ads shall be produced by Graham Williams Group. Ads shall feature a one-minute read by Secretary Paige.*
- Each advertising spot shall run during the one-hour cable Television broadcast. Ads shall run on all of Mr. William's cable affiliates.
- Secretary Paige and other Department officials shall have the option of appearing from time to time as studio guests to discuss NCLB and other important education reform issues.
- Run a six-month advertising campaign on "The Right Side" with Armstrong Williams (Ads shall air on Mr. William's television and radio broadcasts; bonus ads can be disseminated during Black History month and Rev. Martin Luther King Jr.'s birthday).
- Mr. Williams shall utilize his long term working relationship with America's Black Forum, where he appears as a guest commentator, to encourage the producers to periodically address the No Child Left Behind Act (67 million viewers; reach 87% of urban market).
- The TV ads shall run for 23 weeks.

Deadlines

- ED will review the ads prior to completion up to one week after the task order has been signed.
- 5-6 sound bites shall be submitted to Graham Williams Group (subcontractor) two weeks after the task order has been signed.
- ED shall receive a broadcast report from Ketchum the first week of each month.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Page 1 of Page 5

2. Amendment/Modification No. 3. Effective Date Jun 25, 2004 4. Requisition/Purchase Req. No. 5. Project No. (if applicable)

6. Issued By Code CPOA 7. Administered By (If other than Item 6) Code
Contracts and Purchasing Opr., Group A SEE BLOCK 6
U.S. Dept. of Education
550 12th Street, SW, 7th Floor
Washington, DC 20202-4444
DeShonjla A. Blount 202-245-6203

8. Name and Address of Contractor (No., Street, County, and Zip Code) (X) 9A. Amendment of Solicitation No.
KETCHUM, INC. Vendor ID: 00009894
2000 L STREET NW DUNS: (b)(2)
SUITE 300 CAGE: ITXH6
WASHINGTON DC 200364923
Code Facility Code
9B. Date (See Item 11)
10A. Modification of Contract/Order No. ED-03-PO-1725
10B. Date (See Item 13) May 14, 2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extend
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
0800A2003A2003EAT000005002521A0000000000000000 \$ US 139,490.56

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
C. This supplemental agreement is entered into pursuant to authority of:
X D. Other (Specify type of modification and authority)
B.2 (a) Order Amount Increase
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to include funds for work request 16 (Minority Outreach Campaign) and increase the contract by \$139,490.56. The contract is hereby increased from \$808,519.24 by \$139,490.56 to \$948,009.80.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.
15A. Name and Title of Signer (Type or Print) 16A. Name and title of Contracting Officer (Type or Print)
Janet D. Scott (202) 708-7947
Contracting Officer
Contractor/Offeror 15C. Date Signed 16B. United States of America 16C. Date Signe
(Signature of person authorized to sign) Janet D. Scott 6/25/04
(Signature of Contracting Officer)

(b)(2)

This contract is modified as follows:

Nonresponsive

Nonresponsive

face with the

Nonresponsive

Nonresponsive

Nonresponsive

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
06	WORK REQUEST #16 Minority Outreach Campaign_04 PR #: EDOOOS-04-000221	1	SE	139,490.56	139,490.56

Minority Outreach Campaign
SOW #16

The Department of Education (ED) is continuing to be interested in exploring communications strategies for educating the African American community with messages about No Child Left Behind (NCLB).

ED wants to utilize television and radio advertising on the "The Right Side," which is produced by Right Side Productions.

Established in 1987 with offices in D.C and Chicago, Right Side Productions is a subsidiary of the Graham Williams Group (GW) that produces informative, innovative programming for top clients and officials in the media arena. The most recognized and respected brand name of its product line is "The Right Side," hosted by nationally syndicated print, television, & radio personality and CEO of the Graham Williams Group, Armstrong Williams.

With more than 100 radio and television affiliates across the country, in such major markets as the District of Columbia, Los Angeles, Chicago, Dallas, Houston, Philadelphia and many more, "The Right Side," with Armstrong Williams is a conduit to 12 million targeted viewers.

Whereas others just report the news, "The Right Side" goes one step further, providing compelling insights into the political social issues that Americans care about most, with a strong emphasis placed on moral striving and rededication to the family.

Taped in Washington, D.C., "The Right Side" delivers its message not only to millions of viewers across the country, but also the people intricately involved in this country's legislative, judicial, political and economic process.

"The Right Side" affords the opportunity to communicate with one of the most unique and diverse audience in the industry: 33% African American black, 21% Latino, 40% white.

Ketchum, the contractor, shall arrange for production of two television and two radio ads that would run on the "Right Side" for at least six months. The ads shall include the Secretary and Mr. Williams and shall focus on NCLB.

The ads shall run on the following national and local TV stations:

The Liberty Channel (national)

"The Right Side" airs M, W, F 1-2 PM (EST)

Sky Angel (national)

"The Right Side" airs Sundays, 10-11 PM (EST) and Wednesdays, 7:30-8:30 AM (EST).

CTN

"The Right Side" airs M-F, 1-2 PM (EST); repeats M-F, 11 PM-12Am (EST)

Arlington VA TV

"The Right Side" airs Saturdays, 3-4 PM (EST)

DCTV

"The Right Side" airs Fridays, 9-10 PM (EST)

WBPH TV 60, Allentown, PA

"The Right Side" airs M-F, 6:30-7:30 PM (EST)

WIWU-TV Marion, Indiana

"The Right Side" airs M,W,F, from 1-2PM (EST)

Family Life TV, PA

"The Right Side" airs M,W,F, from 1-2PM (EST)

TCN TV 15, Florida

"The Right Side" airs Sundays, from 3-4PM

WBEK TV, GA

"The Right Side" airs M, W, F 2-3 PM

TV 58, Maryland
"The Right Side" airs M-F, 2-3 PM

Grambling State University, LA
"The Right Side" airs M-F, 5-6 PM

WAZT TV, Woodstock, VA
"The Right Side" airs Sat, Sun, 11:00 AM-12:00 PM

Ketchum shall arrange for Mr. Williams to regularly comment on NCLB during the course of his broadcasts. Show times and dates may change or be subject to preemption at the programmer's discretion.

Deliverables

Ketchum shall create and place the following ads:

- Two (2) (:60) Television ads promoting NCLB. *Ads shall be produced by Graham Williams Group. Ads shall feature a one-minute read by Secretary Paige*
- Two (2) (:60) Radio ads promoting NCLB. *Ads shall be produced by Graham Williams Group. Ads shall feature a one-minute read by Secretary Paige.*
- Each advertising spot shall run during the one-hour cable Television broadcast. Ads shall run on all of Mr. Williams's cable affiliates.
- Secretary Paige and other Department officials shall have the option of appearing from time to time as studio guests to discuss NCLB and other important education reform issues.
- a six-month advertising campaign on "The Right Side" with Armstrong Williams (Ads shall air on Mr. Williams's television and radio broadcasts; bonus ads can be disseminated during Black History month and Rev. Martin Luther King Jr.'s birthday).
- Mr. Williams shall utilize his long term working relationship with America's Black Forum, where he appears as a guest commentator, to encourage the producers to periodically address the No Child Left Behind Act (67 million viewers; reach 87% of urban market).
- The TV ads shall run for 23 weeks.

Deadlines

- ED will review the ads prior to completion up to one week after the task order has been signed.
- 5-6 sound bites shall be submitted to Graham Williams Group (subcontractor) two weeks after the task order has been signed.
- ED shall receive a broadcast report from Ketchum the first week of each month.



**WORK REQUEST
(Time and Materials)**

Contract Number: ED-03-PO-1725
Work Request Number: 16
Project Title: Minority Outreach Campaign
Estimated Not-to-exceed hours: 27

A. Salaries and Wages			
LABOR CATEGORIES	LOADED RATE	TOTAL HOURS	AMOUNT
Vice President/Creative Services	(b)(4)	(b)(4)	\$0.00
Vice President/Research			\$0.00
Senior Account Executive			\$0.00
Assistant Art Director			\$0.00
Associate Account Executive			\$0.00
Administrative			\$0.00
Senior Vice President			\$1,245.70
Vice President/Group Manager			\$4,467.60
Account Executive			\$0.00
Production Marketing Manager			\$0.00
Art Director			\$0.00
Vice President/Contract Manager			\$446.76
Account Supervisor			\$0.00
Account Coordinator			\$0.00
Financial Analyst			\$0.00
SUBTOTAL DIRECT LABOR			\$6,160.06

**WORK REQUEST
(Time and Materials)**

B. TRAVEL		COST	UNITS	AMOUNT
Taxi (to and from DOE)	/trip	(b)(4)	(b)(4)	\$48.00
Courier	/trip			\$0.00
SUBTOTAL TRAVEL				\$48.00
C. OTHER DIRECT COSTS (ODCS)				
Long Distance Calls	/minute			\$45.00
Faxes	/fax			\$12.50
Data Collection	/search	\$		\$0.00
Fed Ex	/package			\$150.00
Reproduction	/copy			\$75.00
4 sets black & white proofs				\$0.00
Faxes				\$0.00
Lexis/Nexis				\$0.00
Data Collection				\$0.00
Fed Ex				\$0.00
Reproduction				\$0.00
Photo Scans				\$0.00
Purchase Stock Photos				\$0.00
SUBTOTAL ODCS				\$282.50
D. SUBCONTRACTOR (if applicable)				\$133,000.00
The Graham Williams Groups				
Total Price				\$139,490.56

Authorization:

COR _____

Date _____

Janet D. Scott

6/25/04
Date _____

Completion Date: _____

Acceptance Date: _____

Elizabeth McLean
Contractor Signature
ELIZABETH M^CLEAN

2 JULY 04
Date

*Note: Invoices shall be submitted after written acceptance of the deliverables, as stated in the statement of work (SOW), is received from the COR by the contracting officer. The contracting officer or the contract specialist will notify the contractor when acceptance is received from the COR. The contractor can then invoice for payment for this work request.

ORDER FOR SUPPLIES OR SERVICES

PAGE	OF PAGES
1	11

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 14 May 2003	2. CONTRACT NO (if any) GS23F0105M	6. SHIP TO: EA		
3. ORDER NO. ED-03-PO-1725	4. REQUISITION REFERENCE NO. EDOOOS-03-000070	a. NAME OF CONSIGNEE Ult Dest: EA		
5. ISSUING OFFICE Address correspondence to: CPOA Contracts and Purchasing Opr., Group A U.S. Dept. of Education, Rm 3069, ROB-3 Seventh and D Streets SW Washington, DC 20202-4444 Desandre C. Woodard (202) 708-9472		b. STREET ADDRESS Office of the Secretary US Department of Education 400 Maryland Avenue SW Room 7E103		
7. TO: 00009894 TIN: 133973099		c. CITY Washington	d. STATE DC	e. ZIP CODE 20202
8. NAME OF CONTRACTOR KETCHUM INC		f. SHIP VIA		
9. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS 2000 L STREET NW SUITE 300		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 20036		
9. ACCOUNTING AND APPROPRIATION See Attached Schedule		BOC: OBLIGATED AMOUNT: \$100,000.00		10. REQUISITIONING OFFICE OS (EAT)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 13 May 2004
13. PLACE OF a. INSPECTION b. ACCEPTANCE		16. DISCOUNT TERMS 00.00% 0 Days Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	See Attachment Media Relations Services Accounting and Appropriation Data: 0800A2003.A.2003.EAT00000.500.2521A.000.000.0000.000000 \$ 100,000.00 BOC: 2521A	1	SE	100,000.00	100,000.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	
21. MAIL INVOICE TO:			
a. NAME Contracts and Purchasing Opr., Group A			
b. STREET ADDRESS (or P.O. Box) U.S. Dept. of Education, Rm 3069, ROB-3 Seventh and D Streets SW			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20202-4444	
SEE BILLING INSTRUCTIONS ON REVERSE			17(h) TOTAL (Cont. pages) US\$ 0.00
			17(i) GRAND TOTAL US\$ 100,000.00

2. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Dorothy B. Moody (202) 708-8236 TITLE CONTRACTING/ORDERING OFFICER
--	---

OF347 CONTINUATION SHEET

A.1 AUTHORITY

This Order is issued in accordance with the General Services Administration Schedule 738-8. This Order is subject to all the terms and conditions of the contractor's Schedule Contract GS-23F-0105M, including as amended by the clauses contained herein.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROVISION FOR PRICING AND PAYMENT

a) The total not-to-exceed amount of this order is \$100,000. Firm Fixed Price and Time and Materials task orders may be issued for additional work within the scope of this Order. Payment shall be made in accordance with the incorporated General Provisions entitled "Payments under Fixed Price Research and Development Contracts", "Payments Under Time and Materials and Labor-Hour", and "Payments under Fixed Price Supply Contracts", whichever is applicable, and with any other supplementary payment scheme that may be otherwise negotiated and specified.

b) The Contractor shall take appropriate steps to insure that the ceiling price stated in paragraph (a) above is not exceeded. The Government is not liable for any costs incurred which exceed the amount set forth above. The Contractor is further required to give written notice any time it estimates that the current funding ceiling is inadequate to cover the cost of its continued performance for a period of more than 60 days or until the end of the current term of the task if less than 60 days.

B.2 ORDER AMOUNT INCREASE/DECREASE

a) The Government shall have the right to unilaterally increase the amount of this Order at any time to provide sufficient funds to cover the anticipated quantity of services or supplies for the remainder of the term. Additional funds will be obligated on appropriate modifications signed by the Contracting Officer. Such funding modifications shall state the existing total order amount, the amount of increased funding, and the new total amount.

b) The Government shall also have the right to unilaterally decrease the amount of this order in the same manner as above.

B.3 INVOICING

The Contractor shall submit an original and one copy of invoices to the Designated Billing Office below:

Desandre Woodard
U.S. Department of Education
Contract and Purchasing Operations, Group A
ROB-3, Room 3069
7th and D Streets, SW
Washington, DC 20202-4446

Phone: 202/708-9472

Fax: 202/260-0526

OF347 CONTINUATION SHEET

E-mail: desandre.woodard@ed.gov

B.4 CONTRACTOR LABOR RATES

Contractor labor rates, as reflected in the schedule contract, shall become part of this order. This order need not be modified to reflect any modifications made by the GSA Contracting Officer including changes to labor rates in accordance with other contract clauses (e.g. Price Reductions Clause (GSAR 558.238-76 or Economic Price Adjustment (GSAR 552.216-71). Changes in the GSA Labor rates will NOT change the fixed prices included in this order.

Labor rates proposed on the order shall be those in effect on the contractor's schedule on the date of the task order/work request proposal submission. Those rates shall be used for the duration of the task order without regard to modification to the Contractor's schedule contract, unless the period of performance exceeds one year. If the period of performance of a Time and Materials task order/work request exceeds one year, the Contractor may use the current rate as of the task order one year anniversary, effective on that date.

B.5 MATERIALS REIMBURSEMENT (TIME AND MATERIALS TASK ORDERS) (APRIL 1997)

(1) Labor exclusive direct costs (other direct costs), including expenses for materials, direct travel, lodging and subsistence and other necessary supportive items or services related to Time and Materials Task Orders shall be directly reimbursed as directed.

(2) No direct cost shall be reimbursed unless allowable under the cost principles of Part 31 of the Federal Acquisition Regulations. Reimbursement of other direct costs shall be governed by the incorporated clause entitled "Allowable Cost and Payment".

(3) A material-handling overhead shall be separately reimbursed. That shall apply as a set percentage of direct materials expenditures. The material-handling overhead rates for Task Orders are as follows:

Ketchum proposed 0% M&H rates for all Tasks.

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF ORDER

The Contractor shall furnish all personnel, equipment, materials, services, necessary to perform the requirements set forth in the Statement of Work (SOW).

C.2 CONSENT TO SUBCONTRACT

Consent is hereby given to the contractor to subcontract with Mr. Smith Harroff in the amount of \$48,055. This consent is for the base period only.

FAR Clause 52.244-2 Subcontracts is incorporated by reference.

SECTION D - PACKAGING AND MARKING

(Not Applicable to this order)

OF347 CONTINUATION SHEET

SECTION E - INSPECTION AND ACCEPTANCE

E.1 - INSPECTION AND ACCEPTANCE

The Contracting Officer shall make final inspection and acceptance of all contracted items.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance shall be from from May 14, 2003 through May 13, 2004.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(ED 306-5) (APRIL 1986)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer. The name and address of the Contracting Officer's Representative is as follows:

Sherry Schweitzer
U.S. Department of Education
Office of the Secretary
400 Maryland Avenue
FB-6, Room 5W100
Washington, DC 20202

Phone: 202/401-1310

Fax: 202/401-3130

E-mail: sherry.schweitzer@ed.gov

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any Contractor requests for changes shall be submitted in writing directly to the contracting officer. No such changes shall be made without the written authorization of the contracting officer.

The Government at any time may change the COR, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

G.2 CONTRACT ADMINISTRATOR

The name and address of the contract administrator is as follows:

Monica Marshall
Senior Vice President

OF347 CONTINUATION SHEET

Ketchum

200 L Street, NW, Suite 300
Washington, DC 20036

Phone: (202) 835-8855

Fax: (703) 917-7100

SECTION H

H.1 - KEY PERSONNEL

The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution shall be made without the written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by the clause. The contract shall be modified to reflect the addition or deletion of key personnel."

H-2 - KEY PERSONNEL DESIGNATION

In accordance with the clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed:

Monica Marshall, Senior Vice President

Sandy Printz, Vice President/Contract Manager

H.3 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in P.L. 99-506 Re-authorization of the Rehabilitation Act of 1973, Section 508 - Electronic Equipment Accessibility, October 1986; and P.L. 100-542 Telecommunications Accessibility Enhancement Act, October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities. "Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities in order to promote productivity and to ensure access to work-related or public information resources. "Information accessibility" means the application or configuration of FIP resources in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with

OF347 CONTINUATION SHEET

limitations of vision, hearing, speech and/or mobility.

The Contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities, as required by the applicable laws, regulations and GSA handbook guidelines.

H.4 SECURITY CLEARANCE AND USER ID REQUESTS

(Note: any person with access to ED systems and/or confidential information including information subject to the Privacy Act while working on this contract must have Level 5C, Moderate Risk, National Agency Check with Written Inquiries (NACI).

Contractor staff proposed to perform work under this contract shall be subject to ED investigation criteria. Contractor staff working without a final clearance does so on a conditional basis while obtaining the required clearance. The ED investigation includes, at a minimum, the following items:

- * Investigation of criminal record
 - * Reference checks
 - * Check for defaulted student loans
 - * Security clearances
- * The U.S. Department of Education Personnel-Suitability Handbook Number 11 defines security levels. ED assigns the security level appropriate for each labor category, commensurate with the duties and system access of the position. The security level also dictates when new or replacement staff may begin to perform work under this contract relative to the submission of the security clearance paperwork. The security levels and work rules include:
- * High Risk (Level 6C) - An employee cannot assume high-risk positional duties until the security investigation is completed and approved by ED. A waiver option is available, on approval by the OM Computer Security Officer (CSO) and ED's ADP Security Oversight Staff. Employees selected for these positions can work in a lower-level position until the clearance is approved.
 - * Moderate Risk (Level 5C) - An employee can start working moderate risk positional duties upon submission of the security clearance paperwork to the OM CSO through the COR.
 - * Low Risk (Level 1C) - An employee can start working low risk positional duties upon submission of the security clearance paperwork to the OM CSO through the COTR.

The contractor shall:

Ensure, at the Project Manager level, that the security clearance and User ID paperwork required by ED is accurately and thoroughly completed and submitted to ED with the submission of a resume for additional or replacement personnel.

Obtain its supply of security clearance forms directly from the OM CSO.

Remove any individual from their position for whom ED disapproves and withdraws their clearance and immediately revoke their access to all ED systems.

Clearance Submission Guidelines

The contractor shall submit security paperwork for any position requiring an ED clearance based on the ED Information Technology Security Manual and the guidelines contained herein. Table 1 details the forms that contractor staff shall complete to request processing of a

OF347 CONTINUATION SHEET

security clearance.

Form	Title	Copies	High Risk	Moderate Risk	Low Risk
SF-306	Federal Employment Form (as used for background check, Application for Federal Employment (Rev. 6-88); complete items 6, 17, 19, 25-28, 36, 38-44, 45 if applicable	2	X	X	X
SF-85P	Questionnaire for Public Trust Positions (Rev. Sept 1995)	2	X	X	X
FD-258	Fingerprint Card	1 original	X	X	X
SF-85	Questionnaire for Non-Sensitive Positions (Rev. Sept 1995)	2			X

Table 1. Clearance Forms Required for Positions

In the submission of security clearance paperwork, the contractor shall:

- a. Assure the clearance level sought for the employee is based upon the criteria established by ED
- b. Assure that the employee completes the proper forms, as detailed in Table 1 as follows:
 - Employees without a clearance must complete all required forms
 - Employees with current or previous clearances must complete additional forms as required to meet all requirements
- c. For employees with current or previous clearances requiring no additional paperwork:
 - Complete a memo, on company letterhead with an authorized signature, with the following:

Full name	Date and place of birth
Social Security Number	Level of security clearance
Employer Name	Date of investigation (at time of investigation)
Contract Number	Agency completing the investigation
- d. For employees with current or previous clearances requiring additional paperwork, forward the completed additional paperwork to the contractor's Project Manager. This primarily concerns upgrading to a higher security level.
- e. Ensure that the proper forms are accurate and complete before forwarding the forms in sealed envelopes, through the COR, to the OM CSO.
- f. Notify the employee's manager of the security investigation results.
- g. Remove the employee from performing work under this contract in the event of a clearance denial and revoke all User IDs.
- h. Ensure that no one receives a User ID for any Recipient and Financial Management system(s) component operated outside the ED/CCF until the ED/CCF User ID is approved by the OM CSO and established at the ED/CCF.

OF347 CONTINUATION SHEET

H.5 REMOVAL FROM PROJECT ACCESS

When employees are removed from positions, for any reason, the contractor shall:

- a. Revoke all access authorizations
- b. Retrieve all specific keys and badges
- c. Change the combinations on all locks to which the employee had access
- d. Review the employee's obligations to the organization
- e. Notify appropriate ED security officials of the removal action and request emergency termination of the ED/CCF User ID if appropriate to the cause for removal
- f. Submit, within two (2) workdays, the ED/CCF User ID request form (88-01) to the assigned ADP Systems Manager to cancel the system access.

For all access terminations, the contractor shall:

- a. Follow the Checklist for Employee Termination
- b. Assure that the departing employee either completes all assigned tasks or briefs the replacement on the requirements and status of ongoing tasks
- c. Determine the employee's access termination date
- d. Immediately notify the assigned ADP Systems Manager(s) if access termination is for cause and request an immediate revocation of access
- e. Complete the Manager's Checklist for Employee Termination and forward the checklist to the Project Manager
- f. Review with employee their obligation to protect related data
- g. Assure that the employee completes the Access Termination Statement.

The Project Manager shall:

- a. Notify ED of the access termination action on the employee
- b. Notify the assigned ADP Systems Managers of the access termination date.

H.6 - PRIVACY ACT

The clauses at FAR 52.224-1 (APRIL 1984) entitled "Privacy Act Notification" and FAR 52.224-2 (APRIL 1984) entitled "Privacy Act" are incorporated herein by reference.

H.7 - 307-13 DEPARTMENT SECURITY REQUIREMENTS (April 1999).

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in:

- A. The Statement of Work of this Order;
- B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);
- C. The U.S. Department of Education, Information Technology Security Manual, Handbook Number 6; and
- D. The U.S. Department of Education, Personnel Security-Suitability Program, Handbook Number 11.

The Contractor may arrange to review copies of the above referenced documents by contacting the contract specialist at telephone number 202/708-9472. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

OP347 CONTINUATION SHEET

H.8 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (June 2001)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements (April 1999), will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled 'Excusable Delays' or 'Default', as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H.9 ORGANIZATIONAL CONFLICT OF INTEREST-Restrictions on Follow-on Work

In accordance with FAR Subpart 9.5, work on this order will result in restrictions on a contractor's eligibility to participate in future orders, contracts and/or subcontracts. These restrictions are required to ensure the contractor is not placed in a conflicting role that might bias (or appear to bias) the contractor's judgment or result in an unfair competitive advantage.

H.10 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of an services with the limits and at the rates specified in the order. These 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 the period specified in the schedule. (Notice shall be given within 30 days before contract completion.)

H.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before contract expiration, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 provision. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months. (d) The options periods shall be as follows:

Option Period	Start Date	End Date
Option I	May 14, 2004	May 13, 2005
Option II	May 14, 2005	May 13, 2006
Option III	May 14, 2006	May 13, 2007

PART II - CONTRACT CLAUSES

OF347 CONTINUATION SHEET

SECTION I

I.1 - CLAUSES INCORPORATED BY REFERENCE - ALTERNATIVE I
(FAR 52.252-2) (JUN 1988)
(No additional Clauses are required for this order)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	NO. OF PAGES
A	Statement of Work	22
B	Pricing Schedule	02

Attachment A

Statement of Work

Performance Based/Task Order Contract

For

Technical & Production Support and Communications Consulting Services

Table of Contents

ACRONYMS/DEFINITIONS	3
INTRODUCTION.....	5
I. BACKGROUND.....	5
II. PURPOSE.....	6
III. TYPES OF TASK ACTIVITIES/REQUIREMENTS.....	8
IV. DELIVERABLE SCHEDULE.....	12
V. CONTRACTOR PERSONNEL	13
VI. QUALITY CONTROL/QUALITY ASSURANCE PLAN.....	15
VII. MINIMUM STANDARDS OF PERFORMANCE.....	17
VIII. REQUIREMENTS FOR OPTION YEAR 1, 2, & 3.....	18
ATTACHMENT A.....	19

Acronyms/Definitions

Acronyms used throughout this Statement of Work are defined as follows:

BMP	-	Baseline Management Plan
CIP	-	Continuous Improvement Plan
CO	-	Contracting Officer
COR	-	Contracting Officer's Representative
ED	-	The U.S. Department of Education
MSP	-	Minimum Standards of Performance
OPA	-	Office of Public Affairs
QA	-	Quality Assurance
QASP	-	Quality Assurance Surveillance Plan
SOW	-	Statement of Work

Definitions used throughout this Statement of Work are defined as follows:

Contracting Officer - a person duly appointed with the authority to enter into and administer contracts on behalf of the government.

Contracting Officer's Representative - an individual designated on behalf of the Contracting Officer to act as his/her authorized representative and perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer.

Contractor - the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, or any entity which the Contractor may have merged or any individual or entity that assisted or advised the Contractor in the preparation of a proposal under this solicitation.

Government Furnished Property (GFP) - all equipment, goods, and land possessed by the government and, subsequently, delivered or otherwise made available to the Contractor.

Performance Indicator - a characteristic of an output of a work process that can be measured.

Performance Requirements Summary (PRS) - identifies the key service output and end results of the contract that will be evaluated by the government to assure contract performance standards are met by the Contractor.

Quality Assurance (QA) - those actions taken by the government to assure that the quality of purchased goods and services received are acceptable in accordance with established standards and requirements of the contract.

Quality Assurance Surveillance Plan (QASP) - a written document used by the government for quality assurance surveillance. The document contains specific surveillance methods used by the government in quantifying and evaluating the Contractor's performance.

Quality Control - those actions taken by the Contractor to control the production of goods and/or services to meet the requirements of the contract.

Sample Size - the number of outputs in the statistical sample; a group of one or more tasks drawn from the specified performance.

INTRODUCTION

The Office of Public Affairs (OPA) in the Office of the Secretary, U.S. Department of Education (ED) requires the services of a Contractor who shall develop a comprehensive long-range communications strategy for the Department to communicate to the public information on the No Child Left Behind (NCLB) legislation and implementation. The contract shall also develop short-range strategies to disseminate information on specific topics related to NCLB. Further, the Contractor will provide technical and production support and consulting services to OPA. These services will be for the creation of high-quality, multi-media products that raise the general public's awareness of and encourage participation in the programs associated with ED's education initiatives. The contract will be performance-based and task order/work requests shall be issued for specific projects. The period of performance will be one year with three option years.

Task order/work requests shall be issued in accordance with clause C.2 - Task Order Procedures.

I. BACKGROUND

On Jan. 8, 2002, President Bush signed into law the *No Child Left Behind Act of 2001* (NCLB). This new law represents his education reform plan and contains the most sweeping changes to the Elementary and Secondary Education Act (ESEA) since it was enacted in 1965. It changes the federal government's role in kindergarten-through-grade-12 education by asking America's schools to describe their success in terms of what each student accomplishes. The act contains the President's four basic education reform principles: stronger accountability for results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.

Many people are interested in the plans to implement the law since it will improve education for our children—parents, educators, and people in the community. The Department of Education realizes that few people have the time to read the whole

law, so we plan to communicate this law and the initiatives associated with it through a series of multi-media approaches.

Therefore, to adequately communicate these priorities and programs, OPA will need additional assistance and support to produce written and audio-visual materials that will best convey the benefits of these initiatives to parents, school, communities, school administrators and policy makers.

II. PURPOSE

The purpose of this contract is to provide OPA and the Department of Education with assistance in developing a long range communications strategy to communicate to the public information on the No Child Left Behind legislation and implementation; to develop short range strategies to disseminate information on specific NCLB related topics, and to provide technical support in planning, development, production, editing and graphic design of print and audio-visual materials as well as television and radio.

This procurement is intended to result in the production of audio products, videos, and some print materials that present clear, coherent, targeted messages regarding ED's programs and that relate to the Department's legislative initiatives, other federal programs, national initiatives and state and local education improvement activities.

The intended purpose of these materials is to provide audiences with information that can help them to participate in or to initiate education improvement projects at the local and state level.

The contract shall involve the following types of projects:

- Development of a comprehensive long-range communications strategy for the Department to communicate to the public information on the No Child Left Behind legislation and implementation.
- Development of short range strategies to disseminate information on specific topics related to NCLB.

- Assessment of the NCLB knowledge level of diverse audiences and development of targeted communications strategies to reach those who most need the information.
- Development and implementation of effective means of disseminating the information using the appropriate media. This will include a strategy for all modes of communication, including, but not limited to, tv, print and radio.
- Plan, design and prepare written materials – brochures and other deliverables.
- Plan, develop and produce Public Service Announcements (PSA).
- Evaluate effectiveness of the strategies and provide analyses. Conduct media analysis, focus groups, and other market research.
- Provide graphics support to the Department, including one staff member on-site to produce graphics on demand, as well as graphics resources at another facility for more complicated graphics products.
- Consultant services to advise OPA on the best ways to inform appropriate audiences and reach them through clear, comprehensive, and innovative written materials and audio and/or video products. The consulting services are to ensure that ED's products meet the interests and needs of their intended audiences.
- Development and production of audio and/or video programs of varying length on the ED's initiatives. The video and audio products shall meet the highest industry standards for quality.
- Development and final production of complex written materials initially developed by ED about education initiatives and ED's priorities which will include, but are not limited to: pamphlets, brochures, booklets, fact sheets and posters.
- The quality control/quality assurance plan will be outlined in Section V.

III. TYPES OF TASK ACTIVITIES/REQUIREMENTS

Task order/work requests (attachment A) shall involve one or a combination of the following activities.

Task 1: Initial Meeting with Contractor

An initial meeting will be held within ten days after the date of the award of the contract, which shall include the contract officer, the contract officer's representative and the Contractor. The meeting will take place at ED to provide clarification of questions and concerns about the proposed contract, the tasks, or expectations. These issues shall be raised at that time.

Task 2: Consulting Services

The Contractor shall provide general consulting services for ED's Office of Public Affairs. Services shall include, but not be limited to, providing expert advice on the development of multi-media communications plans that shall ensure ED materials and messages reach their intended audience. Such audiences include parents, teachers, school administrators, local and state policy officials, the business community, students, etc.

Included in the consulting category are: tasks such as media analysis, which might be delivered in oral or written formats on an annual basis, or if necessary on a case-by-case basis targeting specific spot announcements; a strategic plan, which would aide ED in preparation of an annual plan regarding campaigns and initiatives that will provide information about types of work that will improve the quality and recognition of our message, programs or initiatives; and focus group testing, which would need to be done to test messages, campaigns, or ad or message campaigns. These messages would make more information available to more audiences and recognition for the President's groundbreaking education reform bill.

Furthermore, the Contractor shall advise ED on planning, designing and disseminating department materials in various ways or campaigns, in order to unify the theme and message of these materials and promote efficiency in ED's overall communications activities.

The Contractor shall also advise ED on third party partnerships or initiatives involving community-based organizations. They shall direct ED to sources of people and partners who would give ED more information that would reach diverse audiences. These grassroots campaigns would change the debate, build credibility, increase media coverage, and educate the public about education initiatives important to the Department.

DELIVERABLES: Typical deliverables shall include written or oral reports about ways to inform the general public about ED programs and local education improvement initiatives. They would also be strategic plans for delivering our message effectively. The reports and plans shall include recommendations on how to develop successful communications materials, the most expeditious method of disseminating these products to their intended audiences, plans for engaging our intended audiences, means for generating extensive media coverage, and ideas to persuade people and make them better informed. The Contractor shall work with ED staff on ways to develop the materials and to achieve the desired results. Recommendations shall either be given in written form to ED staff or provided during meetings with ED staff.

The length of time for this work shall be specified in each task order statement of work.

Task 3: Video and Audio Production

The Contractor shall produce audio messages and video programs of varying length which shall focus on ED initiatives such as, but not limited to messages in the *No Child Left Behind* Act. These may include but not be limited to information on testing, accountability, reading, how scientifically-based research applies to federal education programs, teachers, creating safer schools, public school choice, faith and community-based programs, as well as the Partnership for Family Involvement, and other ED initiatives.

The Contractor may be required to visit one or more sites throughout the country to videotape original footage of schools and communities that have successful education programs underway and interview persons who have played important roles in these program efforts. ED staff shall identify appropriate persons and locations to be interviewed and visited for these audio-visual programs. These interviews are to show the audience how they can initiate similar education

programs in their own communities.

Upon ED request, the audiotapes and/or videos produced by the Contractor shall be translated into Spanish and/or other languages. The translated version shall be similar in content to the English-language text. The alternate-language video shall be for and must be readily understood by audiences of diverse cultural backgrounds.

The Contractor may be required to produce public service announcements for both radio and television and audio messages from the Secretary or others to the public for distribution to radio and/or television stations across the country. In addition, the Contractor may be required to caption any or all videotape productions so that accessibility is fair and equal to hearing impaired individuals.

DELIVERABLES: Typical deliverables for this activity shall include descriptions of creative approaches to projects; rough and final scripts; rough-cut audio or videotapes; and master final copies of an audio or video program that describe examples of education improvement initiatives, and may include interviews with key ED officials, local policy makers, and education practitioners about the initiative, and footage of local exemplary program sites throughout the country. The deliverables shall be produced in a creative manner, using the latest animation, design and/or sound technologies, with no more than three rough cuts that will be reviewed by the COR or other pertinent ED officials. The video deliverables shall have captioning for the hearing impaired as specified by ED that meets federal standards.

Other deliverables shall include 10- 15- 20- 30- and/or 60- second public service messages for both radio and TV.

STANDARDS OF PERFORMANCE: All deliverables shall be produced in a manner that meet and/or exceed industry standards. In other words, the visual quality and sound track technology shall be clear, visually attractive, and of excellent audio quality. The production shall be error free and the information conveyed in the production shall be accurate.

Because each audio and video project will be different, specifications for each program, including the production time-line, will be in each task order statement of work. Productions shall be completed on time with no unexcused delays.

Task 4: Brochure and Other Hard-Copy Materials Production

The Contractor shall plan, design and prepare written materials for OPA to be distributed to the general public. The materials shall describe education initiatives and, in many instances, shall encourage the reader to join local education efforts. Under some task order/work requests, the Contractor may be required to produce charts or other graphics.

The materials must be well written, edited and designed; and therefore, the Contractor must have excellent writing, editing, and graphic design skills.

The Contractor will receive an incentive for completing a project that is required within one or two days, if it is done within a one to two day request and it is of outstanding quality.

DELIVERABLES: Typical deliverables shall include camera-ready copy of a series of one-to-two page flyers, six-to-twenty page brochures and one-to-four page handouts packaged in a smartly designed format. The packet materials shall carry a unified graphic design and subject theme. The Contractor shall create and produce other materials including posters, bookmarks, stickers, and other materials that they might recommend.

The Contractor shall also prepare materials in formats that are compatible with those being used by ED's graphics unit. The Contractor shall describe to ED the type of software they typically use, so that it can be determined if the software formats are compatible.

Upon ED's request, written materials shall be translated into Spanish and/or other languages. The translated materials shall be similar in content to the English-language text. The alternate-language materials shall be for and readily understood by persons from diverse cultural backgrounds.

Upon request, the Contractor shall deliver materials in special formats that will provide accessibility to people with special needs or individuals with disabilities.

Other deliverables shall include print public service announcements (for media, billboards, mass transit and other display options) that are part of the audio and/or

video public service announcement package, or are stand-alone announcements.

Because each project will be different, specifications for each project, including the time-line will be outlined in each work order's statement of work.

Standards of Performance: Brochures and other printed materials must be accurate and error free. Information conveyed by the material must be accurate and in accordance with ED's policies as conveyed by the COR or other ED officials. Materials and layouts must be in formats that can be accessed by ED's graphics unit as specified by the COR. Materials received for printing purposes must be complete and prepared according to the Government Printing and Binding Regulations (USC, Title 44).

The Contractor shall work with the Office of Public Affairs's printing office if any questions arise about preparation of materials for printing purposes.

IV. DELIVERABLE SCHEDULE

The Contractor shall deliver the number of products specified in the work order or statement of work. Dates for submission or completion are expressed in time after the effective date of the contract.

<u>Task</u>	<u>Description</u>	<u>Completion Date</u>
1	ED Meeting	10 days
	Memo summarizing initial meeting	2 weeks
2	Oral Reports	1 month
	Written Reports	1 month
3	Rough script	2/3 month
	Final script	1 month
	Rough cut video	1 - 2 1/4 months
	Final video	1 1/2 - 3 months
	Rough script for PSA	2 weeks
	Final PSA for radio	1 - 2 months
	Final PSA for TV	2 months

Rough layout for 1-2 page flyer	1 -2 weeks
Rough layout for 6 -20 page brochure	2 weeks - 1 month
Rough layout for 1-4 page handout with package design	2 weeks - 1 month
Final layout for 1-2 page flyer	2 weeks
Final layout for 6-20 page brochure	1 month
Final layout for 1-4 page handout with package design	1 - 2 1/4 months
Design for bookmark, sticker, poster	2 weeks -1 month
Final layout for bookmark, sticker, poster	1 - 2 months
Translation for materials & final layout in alternate language format	1 months
Printed public service advertisement	2 weeks - 1 month

Each task order/work request will more precisely indicate exact deadline expectations.

V. CONTRACTOR PERSONNEL

A. Basic Requirements

The Contractor shall provide staff who are qualified to perform the work described in this Statement of Work (SOW). During the performance of this contract, qualifications of replacement personnel must equal or exceed the qualifications stated for each labor category. The resumes of all replacement or additional personnel shall be submitted to the Contracting Officer for approval. The approval/disapproval of additional personnel shall be based upon the personnel qualifications and experience requirements of the contract.

B. Project Management

The Contractor shall provide a project manager for administration and technical supervision of Contractor employees. The project manager shall be the Contractor's primary representative and have the Contractor's full authority to act on matters pertaining to the performance of services under

this contract.

The project manager shall have technical experience and be knowledgeable in all facets of the work required to be performed under this SOW and have a minimum of three years of recent experience managing a contract or an operation similar in scope and complexity to the present contract.

C. Technical Qualifications of Staff

The Contractor shall employ staff who have technical knowledge of communications and public relations, publications design and development, materials distribution, logistical support for transportation, lodging and meetings, and the ability to service customers in a professional and courteous manner. The Contractor's personnel shall possess the following knowledge, skills, and abilities:

- 1) Administrative support, planning and management
- 2) Materials preparation and distribution
- 3) Development and implementation of quality assurance protocols
- 4) Knowledge of audio/visual production and graphic design
- 5) In-depth knowledge of PC database systems and mailing lists.

D. Subcontractors

The Contractor may subcontract parts of the work of this contract provided that evidence is presented that any proposed Subcontractor has agreed in writing to perform and is fully capable of performing the assigned task order/work requests and that the Contractor has effective control of the participation of the Subcontractor(s) in the project. A separate statement by any proposed Subcontractor shall be included with the offeror's proposal.

VI. QUALITY CONTROL/QUALITY ASSURANCE PLAN

A. Contractor's Quality Control Plan

The Contractor shall establish a performance based quality assurance plan to ensure that the requirements of the contract are met as specified. An updated copy shall be provided to the COR and CO on the contract start date and as changes occur. This performance based quality control plan shall include but not be limited to the following:

- 1) An inspection program addressing all of the services stated in the SOW.

It must specify the areas to be inspected on a scheduled or unscheduled basis and the names, titles, and qualifications of the individuals performing inspections and the extent of their authority. Their functional roles must be depicted in an organizational chart.

- 2) Methods of identifying deficiencies in the quality of services performed.

Before the level of performance becomes unacceptable and the corrective actions needed to be taken; procedures for notifying the COR when deficiencies are encountered; planned corrective actions and descriptions of proposed sampling techniques. In other words, a continuous improvement process (CIP) shall be identified.

- 3) Methods of documenting and enforcing quality control operations of both the Contractor's and Subcontractor's (if any) work, including inspections and testing.

- 4) The format for the Contractor's Quality Control Reports

- 5) For each option year, the Contractor shall include a section on problems it has encountered, solutions implemented, and steps taken to avoid the same problems in the future.

The Contractor throughout the term of the contract shall maintain documentation of all quality control inspections, inspection results, and any corrective action required and/or performed. This documentation shall become the property of ED and made available to both the CO and COR upon request. The documentation shall be turned over to the CO within ten (10) days after completion or termination of the contract.

B. ED's Quality Assurance Surveillance Plan

ED will monitor, assess, record, and report on the Contractor's technical performance under this contract in accordance with the procedures, methods, and guidelines set forth in its Performance Based Quality Assurance Surveillance Plan (QASP). A copy of this plan is attached to the contract.

VII. MINIMUM STANDARDS OF PERFORMANCE

The Contractor shall meet the Minimum Standards of Performance (MSP) described below in performing the work described in Section III of this SOW. The MSP identifies the point of demarcation between satisfactory and unsatisfactory performance. ED will monitor the Contractor's performance in accordance with procedures set forth in its QASP and will take appropriate action for all documentation instances where performance falls below the MSP.

A. Timeliness of Performance

95% of all time lines/deadlines established by the Baseline Management Plan are completed on time with no unexcused delays.

B. Design and development of audio/visual products and written materials

95% of all audio and visual productions, supporting materials, and written materials shall be accurate and free from errors. The visual quality and sound track technology will be clear and of excellent quality 95% of the time. There will be no more than three (3) rough cuts reviewed.

C. Delivery of written materials and graphic designs

98% of all written materials and graphic designs will be delivered to required destination in accordance with and in formats accepted by ED and the Government Printing and Binding Regulations (USC, Title 44).

D. Captioning of videotapes

98% of all captioning for videotape productions shall be accurate so that accessibility is fair and equal to hearing impaired individuals.

VIII. REQUIREMENTS FOR OPTION YEAR 1, 2, & 3

In Option Year 1, 2, and 3 all tasks shall be completed. MSP described in Section VI shall remain the same.

ATTACHMENT A

**TASK ORDER/WORK REQUEST
(Time and Materials)**

Contract Number _____

1. Task Order/Work Request Number _____

2. Project Title:

3. This Task Order/Work Request is issued in accordance with the terms and conditions of contract number

_____.

4. The work shall be performed in accordance with the attached statement of work and the Contractor's proposal for Task Order/Work Request Number _____ dated _____, which is incorporated herein by reference. In case of a conflict between the statement of work and the Contractor's proposal, the former shall take precedence. In the event of a conflict between this Task Order/Work Request and the contract, the contract shall control.

5. The total not-to-exceed amount of this Task Order/Work Request is \$ _____ of which \$ _____ is for labor, \$ _____ is for materials and \$ _____ is for materials overhead. Payments shall be made in accordance with the General Provision Incorporated in the contract entitled Payments under Time and Materials and Labor Hour Type Contracts.

6. The level of effort for this Task Order/Work Request shall not exceed _____ hours and shall be distributed in accordance with the attached level of effort chart.

7. The total specified amounts for labor, materials, and material overhead shall be considered ceilings that are not to be exceeded. If at any time during the performing of the Task Order/Work Request, the Contractor has reason to believe that the total price to the Government to complete this Task Order/Work Request will be greater than the not-to-exceed amount listed under item 5 above, the Contractor shall notify the Government the amount of the total price for performing this task, with supporting reasons and documentation. If fewer hours or materials are required, only the hours and materials actually used shall be invoiced and paid for.

8. The period of performance of this Task Order/Work Request shall be from _____ through _____.

ATTACHMENT A

9. List of attachments:
- a. Level of Effort Chart
 - b. Milestone Schedule
 - c. Statement of Work

10. Contracting Officer's authorization:

Contracting Officer

Date

ATTACHMENT A

TASK ORDER/WORK REQUEST
(Fixed Price)

Contract Number _____

1. Task Order/Work Request Number _____

2. Project Title: _____

3. This Task Order/Work Request is issued in accordance with the terms and conditions of contract number _____

4. The work shall be performed in accordance with the attached statement of work and the Contractor's proposal for Task Order/Work Request Number _____ dated _____, which is incorporated herein by reference. In case of a conflict between the statement of work and the Contractor's proposal, the former shall take precedence. In the event of a conflict between this Task Order/Work Request and the contract, the contract shall control.

5. The firm fixed price of this Task Order/Work Request is \$ _____. Payment shall be made in accordance with the General Provision incorporated in the contract entitled Payments under Fixed Price Research and Development Contracts and the attached payment schedule.

6. The period of performance of this Task Order/Work Request shall be from _____ through _____.

7. List of attachments:

- a. Schedule of Deliverables and Payment Schedule
- b. Statement of Work

8. Contracting Officer's authorization.

Contracting Officer

Date

ATTACHMENT A

TASK ORDER/WORK REQUEST
(Time and Materials)

- 1. Contract Number:
- 2. Task Order Number:
- 3. Work Request Number:
- 4. Project Title:
- 5. Estimated Not-to-Exceed Hours:

LABOR CATEGORY	ESTIMATED HOURS	LOADED RATE	TOTAL ESTIMATED COST
----------------	-----------------	-------------	----------------------

TOTAL:

- 6. Deliverables:
- 7. Total Estimated Other Direct Costs:

Travel
Ground Fare

8. Total Price of This Task Order/Work Request Shall Not Exceed:

9. Authorization:

COR

Date

CO

Date

10. Completion Date: _____

Acceptance Date: _____

Contractor Signature

Date