

FOR AGENCY USE ONLY
3-0740, OA-3-967

UNITED STATES DEPARTMENT OF AGRICULTURE
PURCHASE ORDER

1 PAGE NO. 1 OF 6	2 RECEIVING OFFICE NO. 3A94	3 CONTRACT NUMBER OM	4 ORDER DATE 09/29/03	5 SF-281 22	6 UNIT CODE	7 FUND CODE T4	8 ORDER NUMBER 43-3A94-3-0416	9 SUB. 00
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9a TYPE PURCHASE (Check one)
 PURCHASE ORDER DELIVERY ORDER
 52-1812251 N 52-1812251

10 TO: (Seller's Name, Address, City, State, Zip Code, and Phone No.) THE HELIX GROUP INC 5801 ALLENTOWN ROAD SUITE 206 VID 521812251 A CAMP SPRINGS, MD 20746- (301) 899-0360	11 SHIP TO >	Consignee, Address, Zip Code, and Place of Inspection and Acceptance USDA FSIS FSES 5601 SUNNYSIDE AVE ATTN HOLLY MCPEAK BELTSVILLE, MD 20705 PHONE (A/C & No.) (301) 504-0168
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12 LINE ITEM	13 ACT CODE	14 DESCRIPTION	15 BUDGET OBJECT	16 ACC LINE	17 QUANTITY	18 UNIT ISSUE	19 UNIT PRICE	20 AMOUNT
01		THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, MATERIAL, EQUIPMENT, SERVICES AND FACILITIES (EXCEPT AS OTHERWISE SPECIFIED), TO PERFORM THE REQUIREMENTS IN THE ATTACHED STATEMENT OF WORK AND YOUR PROPOSAL DATED 09/21/2003. PERFORMANCE PERIOD IS SEPTEMBER 30, 2003 THROUGH SEPTEMBER 29, 2004. POC HOLLY MCPEAK (301) 5040168	2500	01	1	JOB	99808.740	99808 74
This incorporates FAR Clause 52.232-18 Availability of Funds (Apr 1984) Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.								

20a THIS PURCHASE ORDER NEGOTIATED PURSUANT TO AUTHORITY OF 41 U.S.C. 101-11.6	21 F.O.B. POINT DESTINATION	22 DISCOUNT AND/OR NET PAYMENT TERMS 0.00 0 0.00 0 0.00 0 30	22a TYPE COMMODITY/PAYMENT CODE > 0	25 Sub-Total >	26
23 DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/29/2003	24 SHIP VIA	26 ESTIMATED FREIGHT	TOTAL >	27	28

28 ACC LINE	29 ACCOUNTING CLASSIFICATION						30 DISTRIBUTION	31 AMOUNT
	A	B	C	D	E			
01	5	10	5	3	4	1 4 1 2 6 3100 1 3	2	

31a ISSUING OFFICE NAME AND ADDRESS JSDA FSIS ASD AAS 5601 SUNNYSIDE AVENUE MAILDROP 5230 BELTSVILLE, MD 20705 5230	31b ORDERED BY (Name and Title) ANGELA M. GREEN CONTRACTING OFFICER	31c COMMERCIAL PHONE (Area Code and Number) (301) 504-3997	31d FTS PHONE NO.
31e AUTHORIZED SIGNATURE <i>A. Holly McPeak</i>			

1. CONTINUATION OF AD 838

1.1 ADMINISTRATION

1.1.1 CONTRACTING OFFICER

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the CO Contracting Officer's Technical Representatives (COTR).

[End of Text]

1.1.2 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer hereby designates as the Contracting Officer's Technical Representative (COTR):

Holly McPeak (301) 504-0168

The COTR shall be responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract shall be modified accordingly.

On all matters that pertain to the contract terms, the contractor shall communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COTR requests effort outside the scope of the contract, the contractor shall so advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

[End of Text]

1.2 INVOICES

a) Invoices shall be submitted to the following address:

USDA, FSIS
Financial Processing Center (FPC)
4520 114th Street
Urbandale, IA 50322

b) Invoices must reference the contract number and purchase order number.

[End of Text]

2. CONTRACT CLAUSES

2.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN 2003
52.243-1	CHANGES - FIXED-PRICE ALTERNATE III (APR 1984)	AUG 1987

2.1.1 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003) (DEVIATION) (MAY 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) Maya Advertising and communications will notify the USDA, FSIS, ASD, PMB, AAS, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

2.1.2 52.219-70XX SECTION 8(a) DIRECT AWARD (MAY 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement (PA) between the Small Business Administration (SBA) and the U.S. Department of Agriculture (USDA). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON DC DISTRICT OFFICE
1110 VERMONT AVE., NW, 9TH FLOOR
WASHINGTON, DC 20005

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15-U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of Clause)

3. ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

3.1 KEY PERSONNEL

(a) The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent. The list of personnel shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

(c) The Contractor shall assign to this contract the following key personnel:

Victor Sierra, Sc.M
Sabrae Y. Derby, BA

Project Director
Creative Director

[End of Text]

3.2 PERIOD OF PERFORMANCE

The period of performance is September 30, 2003 through September 29, 2004

[End of Text]

3.3 PLACE OF PERFORMANCE

The Contractor shall perform the required services at the Contractor's facilities.

[End of Text]

3.4 GOVERNMENT HOLIDAYS/SCHEDULE

~~Government Holidays: The Contractor shall provide deliverables Monday through Friday, 8:00 a.m. through 5:00 p.m., EST, excluding Government holidays as listed below. When a deliverable due date occurs on a weekend or Government holiday as identified below, the deliverable will be due on the following Government business day.~~

- | | |
|----------------------------------|--------------------------------------|
| 1. New Years' Day | 1 January |
| 2. Inauguration Day | 20 Jan. of Election Year |
| 3. Martin Luther King's Birthday | 3 rd Monday in January |
| 4. President's Day | 3 rd Monday in February |
| 5. Memorial Day | Last Monday in May |
| 6. Independence Day | 4 th of July |
| 7. Labor Day | 1 st Monday in September |
| 8. Columbus Day | 2 nd Monday in October |
| 9. Veteran's Day | 11 th of November |
| 10. Thanksgiving Day | 4 th Thursday in November |
| 11. Christmas Day | 25 th of December |

[End of Text]

3.5 DELIVERY/PAYMENT SCHEDULE

The Contractor shall submit to the COTR, at the address listed below the following items, at the time stated below:

USDA, FSIS, FSES
5601 Sunnyside Avenue
Maildrop 5268
Beltsville, MD 20705-5268
Holly Mcpeak

<u>Deliverables</u>	<u>Qty</u>	<u>Due</u>
Campaign Plan	1	12/26/03
Design Materials	1	03/19/04

& messages
Focus Test 1 05/21/04
Focus Group Report 1 06/25/04

Quarterly payments are authorized upon receipt and acceptance of deliverables by the COTR.

3.6 GOVERNMENT FURNISHED INFORMATION

The FSES will provide background materials used in developing the food thermometer campaign including: scientific food thermometer research, FSIS development of current campaign strategy and focus group research on consumer thermometer use. In addition, FSES will provide a liaison and contact information for thermometer education campaign partners, as appropriate, to support this contract.

FSES will use its resources as appropriate to further the campaign. For current information, click on the *Research on Thermometry*™ on the Homepage: www.fsis.usda.gov/thermy.

[End of Text]

3.7 TYPE OF PURCHASE ORDER

This is a firm-fixed-price purchase order.

[End of Text]

3.8 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The completed and submitted "Representations, Certifications, and Other Statements of Offerors or Quoters", are incorporated by reference in this contract.

[End of Text]

3.8 ATTACHMENTS

Statement of Work
(2 pages)

[End of Text]

**Communications Activities
For the Promotion of the
FSIS Food Thermometer Education Campaign**

BACKGROUND

The U.S. Department of Agriculture's (USDA), Food Safety and Inspection Service (FSIS) launched a national thermometer education campaign in May 2000, designed to encourage consumers to use food thermometers in order to cook foods to safe internal temperatures and reduce the risk of foodborne illness.

FSIS' Food Safety Education Staff (FSES) conducted focus groups to test messages and graphics to begin the campaign. A digital thermometer "messenger" named Thermy™ was developed and a slogan: "It's Safe to Bite When the Temperature Is Right!" Thermy™ kit materials—including brochures, refrigerator magnets, posters, a television public service announcement -- were developed and distributed nationwide.

Following successes in developing partnerships with thermometer companies and food market chains in promoting food thermometer use, FSES contracted with a social marketing firm in Fall 2001, to apply social marketing principles to the Food Thermometer Education Campaign (FTEC). The purpose of the study was to refine the campaign and to target high-risk audiences, specifically parents of young children, and to cause them to seek the new behavior of using a food thermometer. Within this population there were many different groups. The study found that parents with young children that are considered trendsetters would most likely respond to the FSES campaign and make the behavior change.

These trendsetters, "Boomburbs" would be ideal to serve as a model in launching the next actions in the campaign to increase the use of food thermometers nationwide. The decision to select the "Boomburbs" was based on the projected lower barriers to reach this group and to respond to the message. Interestingly, there is documented potential for the Boomburbs group to become very effective "evangelists" to further promote the message of the campaign.

The current phase of the FTEC is exploring in detail the barriers and bridges to communicating the message to the Boomburbs' population in order to develop a communications strategy and tactics to expand the awareness of the need to use a food thermometer by the "Boomburbs."

OBJECTIVES

The FSES has determined that social marketing tools and strategies to target specific segments of the population will provide higher potential for new positive behavioral changes in their campaign to increase the use of thermometers in reducing foodborne illness and improve the public health. By using social marketing concepts, the food safety education staff will develop a second generation of Thermy™ educational materials to communicate to the trendsetter segment of the population.

The communications activities will be based on prior research of the current awareness within the Boomburbs population of food thermometer use. Campaign objectives and implementation of overall strategies will provide a targeted focus to the Boomburb "trendsetters." Campaign materials will be widely distributed to Boomburb areas nationwide. Materials and communications activities will serve to promote behavior change and result in positive outcomes of using a food thermometer within the Boomburb populations. The communications activities will be designed to enable the system to track progress through 2010.

DESCRIPTION OF WORK

The FSES is interested in working with a social marketing firm experienced in using social marketing principles to build on the current thermometer education campaign that targets the "Boomburb" population. The firm will:

1. Develop a creative plan to launch a new campaign to promote food thermometer use to the Boomburb population. Provide qualitative market and media preferences data analysis as requested for up to eight (8) of the top "Boomburbs".
2. Design and create targeted campaign materials and food safety messages to the Boomburb population. 1 TV commercial concept; 1 Radio ad; 1 Brochure/ad; 1 Poster; and 1 Magnet or Apron design. This includes focus testing of new materials in one site. Also, produce a summary report of findings from the group and submit it to the client.

DELIVERABLES

The contractor shall provide the following deliverables:

1. Reports/submissions shall be reported in a mutually agreed timeframe. Reports/submissions shall be provided in Microsoft Word and in a Web-ready format (pdf). USDA/FSIS will decide which reports/submissions will be placed on the FSIS Web site, noting the contractor's work.
2. Monthly status reports are required in Microsoft Word format.
3. Three copies of the Final Report shall be submitted in Microsoft Word format and a copy in a Web-ready format (pdf) for placement on the USDA/FSIS Web site.

PERIOD OF PERFORMANCE

Contractor should be prepared to begin work upon award of contract and complete activities and recommendations one year from date of award.

GOVERNMENT FURNISHED MATERIALS

The FSES will provide background materials used in developing the food thermometer campaign including: scientific food thermometer research, FSIS development of current campaign strategy and focus group research on consumer thermometer use. In addition, FSES will provide a liaison and contact information for thermometer education campaign partners, as appropriate, to support this contract.

FSES will use its resources as appropriate to further the campaign. For current campaign materials and prior social marketing work recently conducted, click on the Research on Thermy™ from the Homepage: www.fsis.usda.gov/thermy