
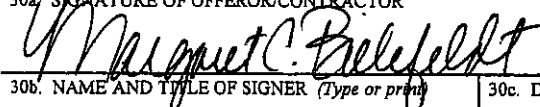



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 12	
CONTRACT NO. 53-3A94-04-20		3. AWARD/EFFECTIVE DATE 09/22/2004	4. ORDER NUMBER	5. SOLICITATION NUMBER FSIS-20-B-04	6. SOLICITATION ISSUE DATE 06/09/2004	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Karen G. Chapman		b. TELEPHONE NO. (No collect calls) 301-504-3992	8. OFFER DUE DATE/LOCAL TIME 06/25/2004 at 4:30 pm	
9. ISSUED BY USDA, FSIS, ASD, AAS MAIL DROP 5230 5601 SUNNYSIDE AVENUE BELTSVILLE, MD 20705		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 591820 SIZE STD: \$6 M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS NET 30 DAYS
15. DELIVER TO USDA, FSIS, FSES 5601 SUNNYSIDE AVE. BELTSVILLE, MD 20705		CODE	16. ADMINISTERED BY SAME AS ISSUED BY (Block 9)		CODE	
17a. CONTRACTOR/OFFEROR MediaCross, Inc. 2001 S. Hanley Road, Suite 540 St. Louis, MO 63144 (314) 646-1101		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY USDA, FSIS FINANCIAL PROCESSING CENTER 4520 114 <sup>TH</sup> STREET URBANDALE, IA 50322		
ATTN: Robyn Sadagursky 301-504-3994		VID431398760 A	ATTN: Marny Bielefeldt	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	The Contractor shall provide the necessary personnel, equipment, services and facilities (except as otherwise specified), to perform mobile marketing services in accordance with the items specified herein and in accordance with the attached documents.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>To Be Shown On Issued Task Orders</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> 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 HEREIN.			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE <b>PROPOSAL</b> OFFER DATED <u>07/6/2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Margaret Bielefeldt, Senior Vice President		30c. DATE SIGNED 7/6/04	31b. NAME OF CONTRACTING OFFICER (Type or print) Karen G. Chapman		31c. DATE SIGNED 9/21/2004	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV. 4/2002) Prescribed by GSA - FAR (48 CFR) 53.212		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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		
32e. SIGNATURE 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
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
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	42d. TOTAL CONTAINERS	

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STANDARD FORM 1449 (REV. 4/2002) BACK

**1. CONTINUATION OF SF 1449**

**1.1 Continuation of Block 16 – ADMINISTERED BY**

**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):

Robyn Sadagursky 301-504-3994

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 Continuation of Block 18b - INVOICES**

a) Progress payments as defined in FAR Subpart 32.5 are not authorized. Invoices shall be submitted for work completed on a monthly basis for CLIN's X01 and X05. Invoices for task orders shall be submitted at the completion of each task order for CLIN's X02, X03, and X04.

b) Invoices shall be submitted to the following address:

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

c) Invoices must reference the contract number and task order number.

[End of Text]

1.3 Continuation of blocks 19 through 24

**PRICING SCHEDULE**

CLIN's X01 and X05 will be firm fixed price. All other CLIN's will be Indefinite Delivery Indefinite Quantity (IDIQ) type contract with firm fixed price task orders placed against the contract. All work under this contract will be performance based. Event management, planning and scheduling and staffing events under this contract shall be priced monthly. The following prices shall apply.

A. One Year Base Period

BASIC REQUIREMENTS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
001	Event Management, Planning and Scheduling	12	Month	\$24,855.00	\$298,260.00
001A	Event Fees	TBD	N/A	See Note 1	

ADD ON OPTIONS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
002	Educational Giveaways and Materials	TBD	N/A	See Note 2	
003	Pre- and Post-Test Evaluation - B.1	2	Evaluation	\$ 6,910.00	\$ 13,820.00
004	Evaluation Tool on Mobile - B.2	11	Evaluation	\$ 1,800.00	\$ 19,800.00
005	Staffing Events	11	Month	\$25,327.27	\$278,599.97

B. Option Year One

BASIC REQUIREMENTS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
101	Event Management, Planning and Scheduling	12	Month	\$25,045.00	\$300,540.00
101A	Event Fees	TBD	N/A	See Note 1	

ADD ON OPTIONS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
102	Educational Giveaways and Materials	TBD	N/A	See Note 2	
103	Pre- and Post-Test Evaluation - B.1	2	Evaluation	\$ 6,910.00	\$ 13,820.00
104	Evaluation Tool on Mobile - B.2	11	Evaluation	\$ 1,900.00	\$ 20,900.00
105	Staffing Events	11	Month	\$25,763.63	\$283,399.93

C. Option Year Two

BASIC REQUIREMENTS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
201	Event Management, Planning and Scheduling	12	Month	\$ 26,065.00	\$312,780.00
201A	Event Fees	TBD	N/A	See Note 1	

ADD ON OPTIONS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
202	Educational Giveaways and Materials	TBD	N/A	See Note 2	
203	Pre- and Post-Test Evaluation - B.1	2	Evaluation	\$ 6,910.00	\$ 13,820.00
204	Evaluation Tool on Mobile - B.2	11	Evaluation	\$ 2,000.00	\$ 22,000.00
205	Staffing Events	11	Month	\$26,620.00	\$292,820.00

D. Option Year Three

BASIC REQUIREMENTS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
301	Event Management, Planning and Scheduling	12	Month	\$26,745.00	\$320,940.00
301A	Event Fees	TBD	N/A	See Note 1	

ADD ON OPTIONS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
302	Educational Giveaways and Materials	TBD	N/A	See Note 2	
303	Pre- and Post-Test Evaluation - B.1	2	Evaluation	\$ 7,598.00	\$ 15,196.00
304	Evaluation Tool on Mobile - B.2	11	Evaluation	\$ 2,200.00	\$ 24,200.00
305	Staffing Events	11	Month	\$27,181.81	\$298,999.91

E. Option Year Four

BASIC REQUIREMENTS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
401	Event Management, Planning and Scheduling	12	Month	\$27,275.00	\$327,300.00
401A	Event Fees	TBD	N/A	See Note 1	

ADD ON OPTIONS

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
402	Educational Giveaways and Materials	TBD	N/A	See Note 2	
403	Pre- and Post-Test Evaluation - B.1	2	Evaluation	\$ 8,266.00	\$ 16,532.00
404	Evaluation Tool on Mobile - B.2	11	Evaluation	\$ 2,300.00	\$ 25,300.00
405	Staffing Events	11	Month	\$27,626.90	\$303,895.90

Note 1: To Be Determined (TBD)

The Contractor will be reimbursed at cost for the event fees. Contractor shall submit proof of fee paid.

Note 2: To Be Determined (TBD)

The costs for educational giveaways and materials will be determined by task order after contract award. Contractor will be paid for actual cost. Contractor shall submit a copy of quotations and invoices for items purchased to show actual cost to the Government.

[End of Text]

**1.4 MINIMUM AND MAXIMUM QUANTITIES**

(a) The minimum and maximum quantity limits are expressed in terms of dollar values.

(b) The Government shall order at least the quantity of services designated in the schedule as the "minimum quantity." The minimum contract amount for the entire contract period including option periods is \$50,000.

(c) The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The maximum contract amount for the entire contract period including option periods is \$10,000,000.

[End of Text]

**2. CONTRACT CLAUSES**

**2.1 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)**

This clause is incorporated by reference. Full text may be accessed electronically at <http://www.arnet.gov/far/>

**2.2 ADDENDUM TO FAR 52.212-4 – OTHER CONTRACT CLAUSES**

**2.2.1 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. See FAR clause 52.252-2 contained in this section in full text.

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.203-3	GRATUITIES (APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.227-14	RIGHTS IN DATA-GENERAL (JUN 1987)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION  
(APR 1984)  
52.242-13 BANKRUPTCY (JUL 1995)  
(End of By Reference Section)

**2.2.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

- (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or



maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### 2.2.3 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### 2.2.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$500,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **2.2.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period of performance specified in any task order issued during the effective ordering period.

(End of Clause)

#### **2.2.6 FAR 52.217-8 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. 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 30 calendar days prior to the end of the last option period.

(End of Clause)

#### **2.2.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract completion; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 exceed 60 months.

(End of Clause)

**2.2.8 FAR 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):

Federal Acquisition Regulation (FAR) clauses:

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

(End of Clause)

**2.2.9 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

**3. ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

**3.1 PERIOD OF PERFORMANCE**

The total period of performance shall not exceed 60 months. The periods of performance are defined as follows:

Base Period:	September 22, 2004 through September 21, 2005
1 <sup>st</sup> Option Period:	September 22, 2005 through September 21, 2006
2 <sup>nd</sup> Option Period:	September 22, 2006 through September 21, 2007
3 <sup>rd</sup> Option Period:	September 22, 2007 through September 21, 2008
4 <sup>th</sup> Option Period:	September 22, 2008 through September 21, 2009

[End of Text]

**3.2 KEY PERSONNEL**

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

Marny Bielefeldt, Project Manager

The Project Manager will be the primary technical point of contact with FSIS. The project manager will be responsible for ensuring all requirements of the contract are met.

At any time during performance of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fourteen (14) calendar days after the occurrence of any of these events. The contractor shall 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 substitutions should have comparable qualifications to those of the persons being replaced. The contract will be modified to reflect any approved changes in key personnel.

[End of Text]

### **3.3 NON-PERSONAL SERVICES**

(a) No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently Government actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

(c) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

[End of Text]

### **3.4 TASK ORDER ISSUANCE AND ORDERING INFORMATION**

The following describes the ordering procedures that will be used.

- a) When a task is identified, the Contracting Officer will provide the contractor with a copy of the statement of work for the new task including any applicable specifications.
- b) The Contractor shall provide a price proposal which contains the following:
  - 1) Contractor shall use the prices established in the pricing schedule of the contract.
  - 2) Cost for educational giveaways and materials will be negotiated with each task order. Proposal must include an itemized list for such items and a copy of vendor's quotation to show actual cost. The Contractor will only be reimbursed for the actual cost. The Contractor shall not apply any handling charge or fee. A copy of vendor's invoice shall be submitted upon the Government's receipt of items to confirm actual cost.
  - 3) Subcontractor proposals (if applicable) shall be in the same detail as the contractors.
- c) A technical proposal may also be requested depending on the particular task involved. Requested items may include a detailed work plan indicating how the task order is to be accomplished. The technical approach should be in as much detail as necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. This may include information on how the project is to be organized, staffed, and managed.

- d) The contractor shall submit the price and technical proposal (if requested) within 10 calendar days of the request for proposal unless a longer time is authorized.
- e) Upon receipt of the contractor's proposal, the Contracting Officer will discuss the proposal with the Contractor and upon mutual agreement, will issue a written task order.
- f) Only the Contracting Officer can obligate funds or issue task orders against this contract.
- g) Award will only be made if a determination can be made that the proposed price is fair and reasonable.
- h) The contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within 5 calendar days after its receipt.
- i) Task orders shall not change any terms or conditions of the contract. If any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately request clarification from the Contracting Officer.
- j) The Contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer.

[End of Text]

### **3.5 QUALITY ASSURANCE SURVEILLANCE PLAN**

- (a) All work under this contract will be performance-based. Contract amount and Contractor invoice amount will be affected based on the performance criteria established in the contract and by the Contractor's performance to the performance criteria established in the contract.
- (b) Task orders issued under this contract shall be issued as performance-based. Individual task orders will contain performance criteria tailored to the individual requirement. All quality assurance surveillance plans will be negotiated on a task order by task order basis. See attachment C, performance criteria. Task order amount and Contractor invoice amount will be affected based on the performance criteria established in each task order and by the Contractor's performance to the performance criteria established in each task order.
- (c) Contractor is encouraged to submit draft performance criteria and incentives/disincentives with each proposal submitted for individual task orders.

[End of Text]

### **3.6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

The completed and submitted provision, FAR 52.212-3 Offeror Representations and Certifications – Commercial Items, are incorporated by reference in this contract.

[End of Text]

### **3.7 ATTACHMENTS**

- A. Statement of Work - 4 pages
- B. Position Qualifications - 2 pages
- C. Performance Criteria - 3 pages

[End of Text]

**STATEMENT OF WORK****MOBILE MARKETING SERVICES****Objective**

The U.S. Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS), is seeking a contractor to provide mobile marketing services listed year round for the USDA Food Safety Mobile.

**Background/Purpose**

To ensure that consumers have the latest science-based information about the risks associated with mishandling food and to enhance the dissemination of food safety information to Americans nationwide, the USDA Food Safety Mobile travels through the continental United States throughout the year. The Food Safety Mobile appears at State and local county fairs, media outlets—TV, radio, local cable TV, print—schools, cooperative extension services, libraries, parades, conventions as an exhibit booth, and at USDA/FSIS events in conjunction with visits and presentations by USDA officials. The Mobile effectively reaches consumers, including under-served populations, by presenting food safety information (in English/Spanish) through targeted saturation of all areas of the U.S. It helps educate the public about how they can keep themselves safe from foodborne illness and promote the role of the FSIS in protecting the public health and our Nation's meat, poultry, and egg products. The Mobile serves as a front-line consumer education system by informing and educating Americans on what the USDA is doing to protect the food supply and asking consumers to do their part in Homeland Security. It presents an excellent opportunity to work with existing partnerships while creating new partnerships to foster increased collaboration in food security and food safety education outreach to localities on a national basis.

The Mobile is currently stocked with FSES publications, a grill, food thermometers, along with various visuals and related hardware used to demonstrate food safety practices and principles. The Mobile also stocks two costumes, Thermy™ and Fight BAC!®, that are used at food safety events nationwide.

**Scope of Work**

The contractor will help promote the existence of the USDA Food Safety Mobile and its national campaign to bring food safety education closer to consumers by taking it directly into their communities and engaging them at high-traffic venues where they shop, work, and play. The contractor will provide complete program management of the Mobile, including the development, creation, and implementation of a marketing program, public relations support, the planning and coordinating of an all-inclusive tour management program, the management of all on-site activities, and most personnel staffing. The actual driving of the USDA Food Safety Mobile is not included in this contract.

The USDA Food Safety Mobile will be scheduled and tracked by the contractor with oversight by the FSIS's Food Safety Education Staff (FSES) located in Beltsville, MD.

## STATEMENT OF WORK

## MOBILE MARKETING SERVICES

**Basic Requirements****A. Event Management, Planning and Scheduling**

1. The contractor must search for outreach opportunities across the continental U.S. for the Mobile. In doing so, the contractor must consider the following:
  - The Mobile represents the U.S. and its diverse population and must reach all segments of the population, including the underserved. Cultural and regional sensitivities must be taken into account when working with the public and local organizers in any particular region.
  - The Mobile must try to visit as many areas of the continental U.S. as possible.
  - The feasibility of a particular event -- by providing pre-event information and research, such as determining the value of the event or choosing recommended events per established criteria, i.e., demographics, regional coverage, costs, etc.
2. The contractor must manage all the logistical arrangements for the Mobile to exhibit at these events. Arrangements include:
  - filling out all necessary event paperwork;
  - paying for all fees involved and obtaining all necessary permits;
  - working with event coordinators for a location that has high visibility and traffic;
  - determining in advance if any special arrangements must be made for the Mobile because of its size, weight, limitations, and load;
  - arranging for water, electricity, and other utilities, if needed; and
  - determining in advance if any special arrangements must be made to the Mobile, i.e., emptying/removal of propane tanks, fuel limitations in the gas tank, etc.
3. Interact directly, on an as-needed basis, with local educators/cooperators to work out any event details/arrangements.
4. The contractor will identify and develop any food safety educational materials and activities as needed for the Mobile with approval and guidance from FSES. Materials should be appropriate for dissemination to the Mobile's diverse audience, including materials in languages other than English.
5. For each event, the contractor must contact local newspapers and any radio and television stations about the Mobile and the food safety event so they will publicize the Mobile visit in advance and provide coverage during the event.

**Add On Options****A. Educational Giveaways and Materials**

1. The contractor will purchase appropriate food safety-related giveaways to help attract consumers to the Mobile and the food safety events.
2. The contractor will make arrangements for all warehousing of any materials it purchases/provides for the Mobile.

**STATEMENT OF WORK****MOBILE MARKETING SERVICES****B. Evaluation**

1. The contractor will develop a pre- and post-test evaluation tool to measure consumer knowledge and/or behavior change.
2. The contractor will develop an evaluation tool to assess the effectiveness of the Food Safety Mobile program.

**C. Staffing Events**

1. The contractor will be responsible for staffing and conducting events for the Mobile for up to 11 months during the year to represent the Mobile and USDA/FSIS and its food safety education programs at food safety events. Staff members must present a positive image of USDA and have knowledge of food safety education and event coordination and presentations.
2. Staff positions involve irregular work hours (up to 12 hours per day), depending upon event requirements, and could include evenings, weekends, and holidays.
3. The contractor will keep a count of how many people the Mobile has interacted with during events.
4. Mobile staff must be able to effectively communicate with local media about the mission of the USDA Food Safety Mobile and answer basic questions about food safety at events when local food safety educators/cooperators are not available.
5. The contractor will be required to present a professional appearance at all times. A professional standard "business casual" dress code must be adhered to when on duty, which can include professional meetings to outdoor activities. Reasonable flexibility for hot and inclement weather will be allowed.
6. The contractor will be required to assist in the set up, dismantling, and storage of all display materials, equipment, costumes, and props. Some heavy lifting may be required (no more than 100 pounds).
7. While it will be the primary responsibility of the Mobile driver, the contractor must have experience in maintaining and operating all electronic equipment including a personal computer and printer, Polaroid instant camera, television/VCR combination, DVD player, and a microphone with amplifier. Must also be able to assist in operating a digital camera and downloading digital photographs to CDs or on a network.
8. While it will be the primary responsibility of the Mobile driver, the contractor shall assist the Mobile driver do the following: monitor and maintain an adequate number of food safety education publications/supplies in accordance with inventory established by FSES; the physical arrangement of publications; notify the COTR when FSIS publications/supplies need restocking; and arrange for the receiving of materials (at government expense) at designated pick-up locations.
9. While it will be the primary responsibility of the Mobile driver, the contractor shall assist the Mobile driver monitor the working condition of the character costumes stored in the vehicle and used at food safety events, and may be asked to wear costumes at events when necessary. The contractor shall also assist the Mobile driver in contacting the COTR when a costume(s) needs repair and arrange for the shipping of the costume(s) to a



**STATEMENT OF WORK****MOBILE MARKETING SERVICES**

specified costume company for repair. Shipping and repairs will be made at government expense.

10. The contractor must provide the Mobile staff with cellular phones with nationwide service.
11. The contractor must provide all staff with lodging, meals, and incidental expenses. The interior of the vehicle will only be used as office space (for meetings and press events) and for the storage of food safety education supplies and equipment. The vehicle is not to be used as living/sleeping quarters. The contractor staff may travel on the Mobile with the driver to go from event to event and any business related travel.
12. When parked at a food safety event, the contractor staff must provide for their own transportation to hotels, restaurants, etc.
13. The contractor must travel to Beltsville Maryland for an initial overview meeting and training. The contractor will be required to attend as many as two additional meetings and training per year.

**Conduct and Interaction**

1. The contractor will interact and obtain guidance and approval on activities and materials from FSIS/FSES on a regular basis.
2. The contractor shall maintain a good professional working relationship when interacting with FSIS/FSES and local food safety educators.
3. The contractor must maintain professional conduct while associated with the vehicle. The contractor will be serving in an official capacity with a government vehicle representing the USDA to the general public; therefore, the contractor is expected to adhere to standards of conduct that reflect positively on themselves, their employer, the USDA, and the U.S. government. The contractor will adhere to all U.S. government civil rights and sexual harassment regulations.

**Other contractor responsibilities and considerations:**

1. Staff provided by the contractor must have no criminal history. The contractor must supply a current criminal background check for all Mobile staff.
2. All Mobile staff provided by the contractor must be U.S. citizens and be able to communicate clearly (orally and in writing) in English.

**Responsibilities of the Government:**

1. After arrangements have been made for food safety events by the mobile marketing company, FSIS/FSES will contact local educators and cooperators in advance to explain the mission of the Mobile and arrange for them to partner with the Mobile at the events.
2. FSIS/FSES will train Mobile staff on basic food safety and how to respond to basic food safety questions.
3. A Federal Express account number will be provided for all shipping of publications, supplies, costumes, etc.

**POSITION QUALIFICATIONS**

MediaCross, Inc.  
 2001 S. Hanley Road  
 Suite 640  
 St. Louis, MO 63144  
 314-646-1101 fax: 314-646-8795  
 www.mediacross.com

**Proposed Qualifications for Food Safety Mobile Staffer Positions**

MediaCross seeks to hire up to three full-time mobile marketing representatives to assist in the scheduling and execution of events related to a Food Safety Mobile Presentation Vehicle. The candidates we hire will be expected to travel up to 65% of the year to events across the country promoting the importance of safe food preparation and storage methods, good hygiene and other food safety issues. The majority of travel time will be spent on the road with the Food Safety Mobile; other travel will include air travel to and from our home office in St. Louis for the periods when in-field work is not required.

**Duties**

Mobile marketing representatives will rotate between in-field outreach at the Food Safety Mobile and in-office scheduling and account support (approximately 65% and 35% time on each, respectively). They will be required to work closely with MediaCross account staff, the client's staff, and local partner groups in the communities visited by the Mobile to foster a better understanding of food safety issues. The mobile marketers will also be responsible for meeting with members of the media to promote the importance of food safety in the lives of diverse demographic communities.

**Responsibilities**

The mobile marketing staff will be responsible for representing MediaCross and its client in a friendly and professional manner, and with a professional appearance, at all scheduled events. Candidates should be comfortable with public speaking and presentation development, as they will be required to engage audience members and give educational presentations about food safety techniques. In addition to presentations, mobile staffers will be expected to evaluate each of the events he or she attends according to specific criteria, and will be required to operate computer software and other devices which aid in the collection of data at events. Mobile staff will be required to report in to their supervisor on a regular basis, and will also be required to adhere to a Code of Conduct outlined by MediaCross. Mobile staff may be required to assist the Mobile driver with some of the functional elements of the mobile demonstrations, including the tracking and ordering of public education materials. On occasion, the mobile marketing staff may also be required to wear special food safety costumes on behalf of the client.

**Minimum Education Requirements**

Candidates should hold, at minimum, a bachelor's degree, preferably in such as area as food science, nutrition, education, public relations, journalism, marketing, business or liberal arts. Previous knowledge of food safety and nutrition issues is not a requirement for the position, but once hired, candidates will be trained by food safety specialists and be expected to master a series of talking points about a variety food safety issues. An

awareness of and sensitivity to cultural diversity issues is also required, and bilingual skills are a plus.

**Minimum Experience**

The ideal candidate will possess three years experience working with the public, and should demonstrate an ability to work independent of daily supervision. Direct experience with food safety issues, mobile marketing initiatives or other forms of public health outreach are preferred, but not required. Previous experience working with the media is also helpful, but media training will be provided to the mobile marketing staff.

Qualified candidates must be United States citizens and be able to speak and write English proficiently. An acceptable background check, drug testing and signed copy of an Employment Contract are conditions of employment.

MediaCross is an Equal Opportunity Employer.

**PERFORMANCE CRITERIA**

**ATTACHMENT C**

**Mobile Marketing Services Performance Indicators**

Required Task	Task Standard	Method of Surveillance	Standard To Be Measured	Performance Standard Incentive/Disincentive
Development of 12-month mobile marketing plan within 45 days of contract award	Program is comprehensive and timely	COTR verification of deliverable	Plan is comprehensive and addresses issues as outlined in the Statement of Work	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Implementation of 12-month mobile marketing plan	Events and activities are executed in a timely manner	COTR verification by monthly reports	Events have high visibility among target audiences relative to the cost of event	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Development of month-by-month event plan at least 30 days before each new month begins	MediaCross has researched events to determine amount of visibility and cost	COTR verification by monthly reports	Events have high visibility among target audiences relative to the cost of event	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Implementation of month-by-month event plan as scheduled	Events are attended on due dates and activities are conducted in an effective and appealing manner	COTR verification by monthly reports	Less than 5% complaints received by event planners, local partners, and visitors	When performance exceeds standard, details will be recorded for discussion of annual bonus
Implementation of event data management system to determine feasibility of events within 60 days of contract award	Gives correct scoring and comparison of events	COTR verification by monthly reports	Events have high visibility among target audiences relative to the cost of event	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus

**PERFORMANCE CRITERIA**

**ATTACHMENT C**

**Mobile Marketing Services Performance Indicators**

Required Task	Task Standard	Method of Surveillance	Standard To Be Measured	Performance Standard Incentive/Disincentive
Customization and interface of event tracking system with the event data management system within 90 days of contract award	Successful interface of systems	COTR verification	Logical route and events are attended throughout the year	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Proper training of staff members prior to sending them into the field	Conduct on-site activities at each event	COTR verification	Less than 5% complaints received from event visitors	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Number of events participated by state and district	Events are scheduled for each week for 11 months	COTR verification by monthly reports	Events attended each week	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Identification and participation of local partners at each event	Works effectively with local partners and creates good working relationship	COTR verification by monthly reports	Less than 5% complaints received by local partners and educators	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Obtain local media coverage	MediaCross works effectively with all local media outlets to promote the Mobile and obtain coverage of events	COTR verification by deliverable	Evidence of media coverage (news clippings, video clips, press releases, etc.)	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus

**PERFORMANCE CRITERIA**

**ATTACHMENT C**

**Mobile Marketing Services Performance Indicators**

Required Task	Task Standard	Method of Surveillance	Standard To Be Measured	Performance Standard Incentive/Disincentive
Develop pre- and post test evaluation tool to measure consumer knowledge and/or behavior change	Evaluation has questions that measure pre- and post-knowledge and any behavior change	COTR approval of deliverable	Evaluations taken by visitors show accurate measure of pre- and post-knowledge and note of behavior change	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Develop an evaluation tool of the Mobile program at least two weeks before the in-field reps begin their duties	Evaluation accurately assesses all aspects of the program	COTR approval of deliverable	Evaluation shows if the program is effective and notes any necessary changes	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus
Produce monthly, semi-annual and annual reports by end of reporting period plus 15 days	Reports contain pertinent and accurate information regarding metrics, progress, issues and updates	COTR approval of deliverable	Reports accurately report the program's progress monthly, semi-annually and annually	1% deduction in monthly management fee when standard is not met  When performance exceeds standard, details will be recorded for discussion of annual bonus