

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

1278

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2. CONTRACT NO.
AG-3A94-C-05-0002

3. AWARD/
EFFECTIVE DATE
12/15/2004

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION
ISSUE DATE

7. FOR SOLICITATION
INFORMATION CALL:

8. NAME
ANGELA GREEN

9. TELEPHONE NUMBER (No collect calls)

10. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE FSIS-ASD-ACQ

USDA, FSIS, ASD, ACQUISITIONS
MAILDROP 5230
5601 SUNNYSIDE AVENUE
BELTSVILLE MD 20705-5230

11. THIS ACQUISITION IS

UNRESTRICTED
 SET ASIDE 100.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
NAICS:
SIZE STANDARD:

12. DELIVERY FOR FOS
DESTINATION UNLESS
BLOCK IS MARKED
 SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFP IFB

15. DELIVER TO

CODE FSIS-BELTSVILLE

USDA, FSIS, BELTSVILLE
5601 SUNNYSIDE AVENUE
BELTSVILLE MD 20705-5262

16. ADMINISTERED BY

USDA, FSIS, ASD, ACQUISITIONS
MAILDROP 5230
5601 SUNNYSIDE AVENUE
BELTSVILLE MD 20705-5230

CODE FSIS-ASD-ACQUI

17a. CONTRACTOR/
OFFEROR

CODE 061500148

FACILITY
CODE

Worldlink East LLC
380 LEXINGTON AVENUE
061500148 A
NEW YORK NY 101680002

18a. PAYMENT WILL BE MADE BY

USDA, FSIS, FMD, FPC
4520 114TH STREET
SATURN BLDG.
URBANDALE IA 50322-5410

CODE FSIS-FPC

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW
IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 061500148 DUNS Number: Not Available ACCENTHEALTH - CNN HISPANIC OUTREACH Delivery: 12/01/2004 Accounting Info: 37.ZZ.ZZ.ZZZZZZ.ZZZZZZ.ZZ.ZZZZZZ.ZZ.7760015.2540 .ZZ.ZZZZZZZZ.ZZZZ Agency Code: 37 Program Code: 7760015 BOC: 2540 Sub BOC: ZZ Cost Org: ZZZZZZZZ Job Code: ZZZZZZZZ Sub Cost Org: ZZ Budget Yr Start: ZZ Budget Yr End: ZZ Fund: ZZZZZZ Budget Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$40,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN

29. AWARD OF CONTRACT REF.

DATED _____ OFFER

INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH

HEREIN, IS ACCEPTED AS TO ITEMS:

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.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or Print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

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
	Org: ZZZZ22ZZ Sub Budget Org: ZZ Report Category: ZZZZ				
	Period of Performance: 11/22/2004 to 11/21/2009				
0001	THE CONTRACTOR SHALL PROVIDE THE PERSONNEL, MATERIALS, AND FACILITIES NECESSARY TO SUPPORT THE FOOD SAFETY AND INSPECTION SERVICE (FSIS) OF THE US DEPARTMENT OF AGRICULTURE (USDA) CONSUMER FOOD SAFETY EDUCATION "HISPANIC OUTREACH" PROGRAM. BASE YEAR \$63.00 PER :30. Obligated Amount: \$40,000.00 Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES				40,000.00
0002	OPTION YEAR 1, \$63.00 PER :30. Amount: \$0.00 (Option Line Item) Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES				
0003	OPTION YEAR 2, \$66.00 PER :30. Amount: \$0.00 (Option Line Item) Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL 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 _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (Print) _____ 42b. RECEIVED AT (Location) _____ 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AG-3A94-C-05-0002

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NAME OF OFFEROR OR CONTRACTOR
Worldlink East LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	OPTION YEAR 3, \$70.00 PER :30. Amount: \$0.00 (Option Line Item) Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES				
0005	OPTION YEAR 4, \$74.00: PER :30. Amount: \$0.00 (Option Line Item) Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES				
	Total amount of award: \$40,000.00.				

PRICING SCHEDULE

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract with firm fixed price task orders placed against the contract.

The base period and option periods along with the applicable fixed unit prices appear below.

A. One Year Base Period

CLIN	DESCRIPTION	UNIT	UNIT PRICE
001	AccentHealth CNN Hispanic Outreach Airtime	EA	\$63 per :30

B. Option Year One

CLIN	DESCRIPTION	UNIT	UNIT PRICE
101	AccentHealth CNN Hispanic Outreach Airtime	EA	\$63 per :30

C. Option Year Two

CLIN	DESCRIPTION	UNIT	UNIT PRICE
201	AccentHealth CNN Hispanic Outreach Airtime	EA	\$66 per :30

D. Option Year Three

CLIN	DESCRIPTION	UNIT	UNIT PRICE
301	AccentHealth CNN Hispanic Outreach Airtime	EA	\$ 70 per :30

E. Option Year Four

CLIN	DESCRIPTION	UNIT	UNIT PRICE
401	AccentHealth CNN Hispanic Outreach Airtime	EA	\$ 74 per :30

1. **CONTINUATION OF SF 18**

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):

Lydia Kleiner, (301) 504-0212

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

52.212-1 Instructions to Offerors-Commercial Items.

Instructions to Offerors-Commercial Items
(Jan 2004)

This clause is incorporated by reference. Please see www.arnet.gov for full text.

52.212-4 Contract Terms and Conditions-Commercial Items.

Contract Terms and Conditions-Commercial Items (Oct 2003)

This clause is included by reference. Please reference www.arnet.gov for full text.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items.

~~Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial~~
Items (June 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 (June 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 (June 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)).

~~X~~ (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)

52.213-2 Invoices.

Invoices (Apr 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state-

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

(End of clause)

52.204-6 Data Universal Numbering System (DUNS) Number.

Data Universal Numbering System (DUNS) Number (Oct 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
 - (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 Central Contractor Registration.

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

~~(1) An offeror may obtain a DUNS number~~

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

~~(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).~~

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. ~~Offerors who are not registered should consider applying for registration~~ immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update ~~on an annual basis from the date of initial~~ registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be

incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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)

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, 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)

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)

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)

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 within 30 calendar days before the period of performance ends; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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)

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:

George Quintano

[End of Text]

3.2 PERIOD OF PERFORMANCE

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

Base period: November 22, 2004 through November 21, 2005

1st Option Period: November 22, 2005 through November 21, 2006
~~2nd Option Period: November 22, 2006 through November 21, 2007~~
~~3rd Option Period: November 22, 2007 through November 21, 2008~~
4th Option Period November 22, 2008 through November 21, 2009

[End of Text]

3.3 MINIMUM AND MAXIMUM QUANTITIES

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

(b) The Government shall order at least the quantity of services designated in the schedule as the "minimum quantity." The minimum contract quantity amount is one (1 month) which will be ordered during the base period.

(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 quantity amount for the entire contract period including option periods is 60 months.

[End of Text]

~~3.4 PLACE OF PERFORMANCE~~

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

[End of Text]

3.5 GOVERNMENT FURNISHED INFORMATION

FSIS will provide a :30 video for distribution as well as the USDA logo. We will also provide a one-page flyer in Spanish for distribution.

[End of Text]

3.6 TYPE OF CONTRACT

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract with firm fixed price task orders ~~placed against the contract.~~

[End of Text]

3.7 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]

Statement of Work
USDA/FSIS

Background Information: FSIS has targeted consumer food safety education as a high priority – especially consumers who may be unaware of safe food handling practices and unfamiliar with the dangers of foodborne illness (food poisoning.) The Hispanic market is underserved by medical practitioners and by Spanish language information. FSE research has shown (through focus groups and other investigations) that consumers would be ready to change behaviors if they received correct information from a reputable source. By sending messages to patients in physicians' offices, we could meet many of our goals. Project's major initiative builds on the efforts to provide food safety education, particularly to vulnerable populations, using video outreach to targeted audiences in the FSIS education and outreach agenda.

CNN: CNN has set a benchmark as a reputable source for news and information. All of Accent Health-CNN's stories are produced by and reported by CNN anchors and correspondents. No other comparable media organization offers the credibility or experience of CNN.

AccentHealth CNN is the only health television network airing in medical waiting rooms nationwide. With programming produced by CNN's journalists and producers, the network offers reliability in conjunction with USDA-FSIS' food safety education needs.

Scope of Work: Vendor will offer airtime on AccentHealth CNN en Espanol -- showing video food safety education messages (provided by USDA-FSIS-FSES) aimed at general Hispanic markets. The audiences are patients in physicians' offices, watching TV monitors locked to AccentHealth CNN programming. Specifically, USDA will run three :30 (30 second) TV spots (featuring Themy the thermometer, produced by FSIS) on the Spanish Language Network -- one spot per hour, every hour, for 3 months.

Accompanying program guides will list USDA as a sponsor and promote the 800 USDA Meat and Poultry Hotline, focusing on the Spanish speaking staff who answer calls.

Additionally, a flyer in Spanish, produced by FSIS, focusing on *Listeria*, a danger to pregnant women and especially to Hispanic women – will be distributed through the physicians' offices.

Government Responsibilities

FSIS will provide a :30 video for distribution as well as the USDA logo. We will also provide a one-page flyer in Spanish for distribution.

