SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30	1. REQUISITION NUMBER 03-0[illegible]004	PAGE 1 OF 45

2. CONTRACT NO. DTSA20-03-P-00570	3. AWARD/EFFECTIVE DATE 12/11/02	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. DEPARTMENT OF TRANSPORTATION TRANSPORTATION SECURITY ADMINISTRATION 301 7th STREET, SW WASHINGTON, DC 20590 POC: MICHAEL W. DERRIOS PHONE: (202) 385-1088 EMAIL: MICHAEL.DERRIOS@TSA.DOT.GOV	CODE	10. THIS ACQUISITION IS ☐ UNRESTRICTED ☒ SET ASIDE: 100% FOR ☒ SMALL BUSINESS ☐ SMALL DISADV. BUSINESS ☐ 8(A) SIC: 7319 SIZE STANDARD: $6m	11. DELIVERY FOR FOB 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 ☐ RFQ ☐ IFB ☒ RFP	12. DISCOUNT Net – 30

15. DELIVER TO SAME AS BLOCK 9	CODE	16. ADMINISTERED BY SAME AS BLOCK 9	CODE N00104

17a. CONTRACTOR/OFFEROR TVN COMMUNICATIONS 220 FIFTH AVENUE NEW YORK, NY 10001 PHONE: 212-899-2323 x226 FED. TAX ID# 13-3068045 DUNS # 194013329	CODE / FACILITY	18a. PAYMENT WILL BE MADE BY TSA ACCOUNTING DOT/FAA/MMAAC AMZ-110 ROOM 365 6500 S. MACARTHUR BLVD. OKLAHOMA CITY, OK 73169	CODE

☐ 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
	Period of Performance – December 11, 2002 through March 10, 2003				

25. ACCOUNTING AND APPROPRIATION DATA 06X2801000-2003-06101CCOM000-1C0000000-233X0-99.70AD	26. TOTAL AWARD AMOUNT (For Govt. Use Only) $239,850.00

☐ 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 FULL TEXT FAR 52.212-4 & FAR 52.212-5. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ☐ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS	29. AWARD OF CONTRACT: REFERENCE _____ OFFER ☐ DATED _____. 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) Kyle Carmone Account Executive	30c. DATED SIGNED 12/17/02	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MICHAEL W. DERRIOS CONTRACTING OFFICER	31c. DATE SIGNED 12/13/02

32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS	33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
		42a. RECEIVED BY (Print)		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			PAGE 1 OF 45
2 CONTRACT NO DTSA20-03-P-00570	3 AWARD EFFECTIVE DATE 12/11/02	4 ORDER NUMBER	5 SOLICITATION NUMBER	6 SOLICITATION ISSUE DATE
7 FOR SOLICITATION INFORMATION CALL:	8 NAME	9 TELEPHONE NUMBER (No collect calls)	10 OFFER DUE DATE/ LOCAL TIME

9 ISSUED BY	CODE	10. THIS ACQUISITION IS	11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12 DISCOUNT
U.S. DEPARTMENT OF TRANSPORTATION TRANSPORTATION SECURITY ADMINISTRATION 301 7th STREET, SW WASHINGTON, DC 20590 POC. MICHAEL W. DERRIOS PHONE: (202) 385-1086 EMAIL: MICHAEL.DERRIOS@TSA.DOT.GOV		☐ UNRESTRICTED ☒ SET ASIDE: 100% FOR ☒ SMALL BUSINESS ☐ SMALL DISADV. BUSINESS ☐ 8(A) SIC: 7319 SIZE STANDARD $6m	☐ SEE SCHEDULE	Net – 30
			13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
			13b RATING	
			14 METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP	
15 DELIVER TO	CODE	16. ADMINISTERED BY	CODE	N00104
SAME AS BLOCK 9		SAME AS BLOCK 9		
17a CONTRACTOR/OFFEROR TVN COMMUNICATIONS 220 FIFTH AVENUE NEW YORK, NY 10001 PHONE: 212-889-2323 x226 FED. TAX ID# 13-3068345 DUNS # 194019329	CODE / FACILITY	18a. PAYMENT WILL BE MADE BY TSA ACCOUNTING DOT/FAA/MMAAC AMZ-110 ROOM 386 6500 S. MACARTHUR BLVD. OKLAHOMA CITY, OK 73169	CODE	
☐ 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
	Period of Performance – December 11, 2002 through March 10, 2003				

25 ACCOUNTING AND APPROPRIATION DATA	26 TOTAL AWARD AMOUNT (*For Govt. Use Only*)
16X2801000-2003-06101CCOM000-1C0000000-233X0-99.70AD	$239,850.00

☐ 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 FULL TEXT FAR 52.212-4 & FAR 52.212-5. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ☐ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS	29 AWARD OF CONTRACT: REFERENCE _____ OFFER ☐ DATED _____ 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*)
	[signature]
30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*) / 30c DATE SIGNED	31b NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*) MICHAEL W. DERRIOS CONTRACTING OFFICER / 31c DATE SIGNED 12/13/02

32a QUANTITY IN COLUMN 21 HAS BEEN	33. SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS	☐ PARTIAL ☐ FINAL		
	36 PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		37. CHECK NUMBER
32b SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE / 32c DATE	38 S/R ACCOUNT NUMBER / 39 S/R VOUCHER NUMBER		40 PAID BY
	42a RECEIVED BY (*Print*)		
41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER / 41c DATE	42b RECEIVED AT (*Location*)		
	42c DATE REC'D (*YY/MM/DD*) / 42d TOTAL CONTAINERS		

SECTION B - SCHEDULE OF PRICING

B.1 The contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with the contract and Statement of Work:

Line Item	Description	Qty	Unit	Unit Price	Not-to-Exceed Price
0001	Work as specified in the Statement of Work and in accordance with the terms & conditions of the contract.	1	Lot	N/A	$239,850.00*
0002	Other Direct Costs	1	Lot	N/A	See Para. B.2
0003	Travel Costs	1	Lot	N/A	See Para. B.2

All rates are fully burdened, inclusive of indirect costs (overhead, G&A, fringes, and profit).
*Price includes all feeds as stated in contractor's proposal dated October 25, 2002.

B.2 Other Direct Costs and Travel

a. Material and other direct costs shall be invoiced at actual costs.

b. Travel will be priced separately. Transportation and per diem costs shall be reimbursed at actual costs and in accordance with the General Service Administration's Joint Travel Regulation including tax on lodging.

SECTION C – STATEMENT OF OBJECTIVES
Video News Release Services

C.1 Overview

The Transportation Security Administration protects the Nation's transportation system to ensure freedom of movement for people and commerce.

The TSA Public Affairs and Communications Office supports the TSA mission by providing timely and accurate proactive media communications, passenger education, and consumer education. TSA Public Affairs also provides a timely and accurate response to media and reporter stories and questions pertaining to TSA activity in the areas of Policy, Programs, Progress, Public Information and Passenger Education. The overall TSA Mission is to establish confidence in our Nation's transportation system, secure the Nation's freedom of movement in the interest of national security, public safety and economic growth.

C.2 Project Background and Objective

In the wake of the September 11 terrorist attacks on the United States, the Federal Aviation Administration created a special task unit (the Tell FAA Task Force) to receive comments, suggestions and questions from the public. The Task Force set up a toll-free telephone number and fax line, an E-mail account, and an automated tracking and documentation system to analyze, track and respond to the enormous volume of incoming phone calls, letters and messages. On November 19, 2001, President Bush signed into law the Aviation and Transportation Security Act (P.L. 107-71) that brings aviation security under the direct governance of the newly created Transportation Security Administration (TSA) in the Department of Transportation (DOT). TSA was charged with federalizing 429 Airports Nationwide, creating a new Airport Passenger Security Screening Program, a new Airport Baggage Security Program, as well as a Customer Service Program

To that end, TSA was mandated to hire and train thousands of new Airport Security Screeners, and phase them in to all 429 airports under the new TSA federalized Airport Security Program by November 19, 2002. TSA was also mandated, under the Federalized Airport Program, to purchase and install new electronic Baggage Screening machines to be operated by TSA-trained Baggage Screeners. The deadline for that program is December 31, 2002.

The TSA, recognizing the need for ongoing public response functionality, also created the TSA Consumer Response Center. The TSA Consumer Response Center (TSA-CRC) is responsible for timely response to inquiries and concerns received via telephone, fax, electronic mail (E-mail) and letter. The TSA-CRC receives inquiries, both directly and routed through other Federal organizations, from the public, industry and other Government organizations. In addition, the TSA-CRC receives the Lost/Stolen/Damaged Claim forms submitted to TSA for compensation

related air travel security. Currently, the TSA-CRC receives approximately 2,000 phone calls, 2,500 E-mail messages, and 200 letters and faxes each week covering a variety of topics.

With its new mission, TSA is also responsible for informing the media, the public, transportation passengers or consumers, transportation providers, and transportation facilities of TSA progress in the mission. Much of this is being done through a proactive TSA Public Education Campaign, involving both the broadcast and print media, which includes the use of outside contractors providing Video News Releases, Satellite Media Tours, and Radio Media Tours.

C.3 Technical Services Required

Contractor support is required to create, write, produce, edit, distribute, promote, and track the results of six (6) Video News Releases (VNRs), as well as six (6) Satellite Media Tours and two (2) Radio Media Tours. These contractor support tasks shall commence following an appropriate government bidding process (with a start date in mid to late October).

C.4 Scope of Work

Six (6) Video News Releases: (1) Canine Detection Teams, (2) Air Marshals, (3) Security Screeners / Consumer Education Packing Tips for Christmas Travel, (4) Baggage Security Screening for Dec. 31st meeting the deadline, (5) Port Security and (6) Cargo, each running 90 seconds to 2 minutes in length, with talent (Reporter) voice over and stand-ups. Six (6) Satellite Media Tours at locations TBA, each tour to include a four (4) hour satellite window, with complete media pitch and booking, two camera shoot, satellite uplink, and follow-up reporting.

Also, Two (2) corresponding radio media tours; each tour to include a four (4) hour radio national window, with complete media set-up and booking, engineer, producer, radio (phone) links, and follow-up reporting.

C.5 Statement of Work

C.5.1 Canine Detection Teams VNR (#1):

A 90 second to 2 minute Video News Release (With Talent / Reporter voice over and stand-up) featuring the Canine Detection Teams to be produced in late December/early January, and to be distributed shortly thereafter, to include the following:

CREATIVE AND MEDIA RELATIONS:

- -Research
- -Consultation
- -Production Supervision
- -Writing (scripting)
- -Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEOTAPING):

-One Day / location TBA / Talent Reporter Stand-up
-Betacam SP package and Two (2) person crew
-Producer field supervision
- Tapes

EDITING (2-days):

-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent
-Editing (Editing supervision from producer and Tape Editor)
-Final approval of VNR (changes)

SATELLITE DISTRIBUTION:

-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package
-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.
-CBS Newspath Affiliate feed
-Fox NewsEdge Affiliate feed
-ABC News Affiliate feed
-NBC News Affiliate feed

VNR TAPE DISTRIBUTION:

-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra b roll video delivery to select national media (Overnight Courier)

FOLLOW-UP AND REPORTING:

-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs
-Other way to track usage (Airing on TV Stations) and success of VNR

MISCELLANEOUS (TBD-To Be Determined Later):

-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.1.1 Satellite Media Tour (6 each) – Consumer & Holiday Travel Education Theme:

A series of live, pre-booked, one-on-one interviews featuring a TSA spokesperson on the subject of Consumer & Holiday Travel Education Theme with a possible satellite window of 6am to 10am at a remote location to be announced later to include the following:

MEDIA RELATIONS:

-Develop Media lists
-Develop media notification, advisory, or pitch materials
-Notify, advise, and pitch TV stations nationwide
-Book TV stations for the media tour
-Coordinate (produce) logistics
-Coordinate (produce) media tour

TECHNICAL LOGISTICS:

-Four-hour tour
-Book satellite (C-band) uplink/time
-One camera shoot (2-camera optional)
-Lighting / Sound (microphone and IFB set-up)
-Coordinate crew
-Pre-Feed Corresponding VNR and / or existing b-roll pictures
-Rehearsal
-Supervise, produce and direct media tour
-Make-up
-Catering (optional)

FOLLOW-UP AND REPORTING:

-Nielsen Sigma Encoding
-Phone Contact
-Nielson reports
-Computer Reports
-VMS Logs
-Other ways to track usage (Airing on TV Stations) and success of VNR

MISCELLANEOUS (TBD-To Be Determined Later):

-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.2 Air (Sky) Marshals VNR (#2):

A 90 second to 2 minute Video News Release (with Talent / Reporter voice over and stand-up) featuring the TSA Air or Sky Marshals to be produced in late December or early January, 2003, and to be distributed shortly thereafter, to include the following:

CREATIVE AND MEDIA RELATIONS:

-Research
-Consultation
-Production Supervision
-Writing (scripting)
-Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEOTAPING):

-One Day / location TBA / Talent / Reporter Stand-up
-Betacam SP package and Two(2) person crew
-Producer field supervision
-Tapes

EDITING (2-days):

-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent
-Editing (Editing supervision from producer and Tape Editor)
-Final approval of VNR (changes)

SATELLITE DISTRIBUTION:

-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package
-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.
-CBS Newspath Affiliate feed
-Fox NewsEdge Affiliate feed
-ABC News Affiliate feed
-NBC News Affiliate feed

VNR-TAPE DISTRIBUTION:

-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra b-roll video delivery to select national media (Overnight Courier)

FOLLOW-UP AND REPORTING:

-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs
-Other way to track usage (Airing on TV Stations) and success of VNR

MISCELLANEOUS (TBD-To Be Determined Later):
-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.3 Airport Security Screeners / Consumer Education Packing Tips VNR (#3):

A 90 second to 2 minute Video News Release (with Talent / Reporter voice over and stand-up) featuring TSA Airport Security Screeners and the new Federalizing of U.S. Airports (Consumer and Holiday travel Education theme), to be produced in mid-December 2002, to include the following:

CREATIVE AND MEDIA RELATIONS:
-Research
-Consultation
-Production Supervision
-Writing (scripting)
-Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEOTAPING):
-One Day / location TBA / Talent / Reporter Stand-up
-Betacam SP package and Two (2) person crew
-Producer field supervision
-Tapes

EDITING (2-days):
-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent
-Editing (Editing supervision from producer and Tape Editor)
-Final approval of VNR (changes)

SATELLITE DISTRIBUTION:
-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package
-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.
-CBS Newspath Affiliate feed
-Fox NewsEdge Affiliate feed

-ABC News Affiliate feed
-NBC News Affiliate feed

VNR TAPE DISTRIBUTION:
-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra b-roll video delivery to select national media (Overnight Courier)

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs
-Other way to track usage (Airing on TV Stations) and success of VNR

MISCELLANEOUS (TBD-To Be Determined Later):
-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.4 Port Security VNR (#4):

A 90 second to 2 minute Video News Release (With reporter / Talent voice over and stand-up) featuring TSA Port Security, to be produced (TBD), and to include the following:

CREATIVE AND MEDIA RELATIONS:
-Research
-Consultation
-Production Supervision
-Writing (scripting)
-Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEOTAPING):
-One Day / location TBA / Reporter / Talent Stand-up
-Betacam SP package and Two (2) person crew
-Producer field supervision
-Tapes

EDITING (2-days):
-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent
-Editing (Editing supervision from producer and Tape Editor)
-Final approval of VNR (changes)

SATELLITE DISTRIBUTION:

-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package
-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.
-CBS Newspath Affiliate feed
-Fox NewsEdge Affiliate feed
-ABC News Affiliate feed
-NBC News Affiliate feed

VNR TAPE DISTRIBUTION:

-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra b-roll video delivery to select national media (Overnight Courier)

FOLLOW-UP AND REPORTING:

-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs
-Other way to track usage (Airing on TV Stations) and success of VNR

- NOTE: SEE SECTION 3.3.3.2 - DELIVERABLES

MISCELLANEOUS (TBD-To Be Determined Later):

-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.5 Cargo VNR (#5):

A 90 second to 2 minute Video News Release (With reporter / Talent voice over and stand-up) featuring TSA Cargo Security, to be produced (TBD), and to include the following:

CREATIVE AND MEDIA RELATIONS:

-Research
-Consultation
-Production Supervision
-Writing (scripting)
-Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEO TAPING):

-One Day / location TBA / Reporter / Talent Stand-up
-Betacam SP package and Two (2) person crew
-Producer field supervision
-Tapes

EDITING (2-days):
-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent.
-Editing (Editing supervision from producer and Tape Editor)
-Final approval of VNR (changes)

SATELLITE DISTRIBUTION:
-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package
-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.
-CBS Newspath Affiliate feed
-Fox NewsEdge Affiliate feed
-ABC News Affiliate feed
-NBC News Affiliate feed

VNR TAPE DISTRIBUTION:
-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra b-roll video delivery to select national media (Overnight Courier)

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs
-Other way to track usage (Airing on TV Stations) and success of VNR
- NOTE: SEE SECTION 3.3.3.2 - DELIVERABLES

MISCELLANEOUS (TBD-To Be Determined Later):
-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.6 Airport Security Baggage Screen Deadline (Dec. 31, 2002) VNR (#6):

A 90 second to 2 minute Video News Release (with Talent / Reporter voice over and stand-up) featuring TSA meeting it's Congressionally mandated Airport Security Baggage Screening and Federalizing of U.S. Airports December 31st deadline, to be produced in December 2002, to be distributed December 26th and 27th in conjunction with the corresponding Satellite Media Tour on the December 31st deadline, and to include the following:

CREATIVE AND MEDIA RELATIONS:

-Research
-Consultation
-Production Supervision
-Writing (scripting)
-Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEOTAPING):

-One Day / location TBA / Reporter / Talent Stand-up
-Betacam SP package and Two (2) person crew
-Producer field supervision
-Tapes

EDITING (2-days):

-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent
-Editing (Editing supervision from producer and Tape Editor)
-Final approval of VNR (changes)

SATELLITE DISTRIBUTION:

-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package
-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.

-CBS Newspath Affiliate feed	(Separate Pricing as Optional Task #6)
-Fox NewsEdge Affiliate feed	(Separate Pricing as Optional Task #6)
-ABC News Affiliate feed	(Separate Pricing as Optional Task #6)
-NBC News Affiliate feed	(Separate Pricing as Optional Task #6)

VNR TAPE DISTRIBUTION:

-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra b-roll video delivery to select national media (Overnight Courier)

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs
-Other way to track usage (Airing on TV Stations) and success of VNR

MISCELLANEOUS (TBD-To Be Determined Later):
-Producer, Camera Crew Travel
-Air Checks
-VHS / Beta Tape Dubs

C.5.7 Radio Media Tour (2 each Pre-Christmas Holiday):

A series of live, pre-booked, one-on-one radio news and talk show interviews featuring a TSA spokesperson on the subject of TSA and its Congressionally mandated Airport Passenger and Baggage Security Screening (emphasizing consumer education for holiday travel), on December 19 to 20, with a window or day of time To Be Determined (TBD) of 6am to 10am at a location to Be Announced Later (Possibly Reagan National Airport, TSA offices, or radio studio), and to include the following:

MEDIA RELATIONS:
-Develop Media lists
-Develop media notification, advisory, or pitch materials
-Notify, advise, and pitch Radio stations, Radio news, Radio Talk Shows nationwide
-Book Radio stations for the media tour
-Coordinate (produce) logistics
-Coordinate (produce) radio media tour

TECHNICAL LOGISTICS:
-Four-hour tour (subject to change depending on the bookings)
-Book clean phone lines or satellite
-Clear Phone lines or radio microphone for studios
-Headsets if using microphone or IFB for satellite talkback and set-up
-Coordinate crew
-Supervise, produce and direct radio media tour

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding (if possible for radio)
-Phone Contact
-Nielson reports
-Computer Reports
-VMS Logs

-Other ways to track usage (Airing on Radio Stations) and success of VNR

C.6 Deliverables

SOW Paragraph	Description of Deliverable	Deliverable Due Date
C.5.1	Canine Detection Team Video News Release	To Be Determined by the COR (Contracting Officer Representative)
C.5.1.1	Consumer & Holiday Travel Education Theme Satellite Media Tour (6 Each)	To Be Determined by the COR
C.5.2	Air Marshals Video News Release	To Be Determined by the COR
C.5.3	Airport Security Screeners/Consumer Education Packing Tips Video News Release	To Be Determined by the COR
C.5.4	Port Security Video News Release	To Be Determined by the COR
C.5.5	Cargo Video News Release	To Be Determined by the COR
C.5.6	Airport Security Baggage Screen Deadline Video News Release	To Be Determined by the COR
C.5.7	Radio Media Tour – 2 Each (Pre-Christmas Holiday)	To Be Determined by the COR
ALL	Project Implementation Plan – Timetable for accomplishment of all tasks and deliverables	Not Later Than 5 business days after date of purchase order award

ALL	Compilation Videotape (TV) and AudioTape (Radio) from each VNR, SMT & RMT with the best samples (Air Checks) from the combined effort. One (1) per subject. Air check tapes should show 5 or 6 of the best TV or radio clips from each VNR, SMT, and RMT.	Not Later Than January 15, 2003
ALL	Written follow-up report for all VNR, SMT, and RMT	Not Later Than January 15, 2003

SECTION D - PACKAGING AND MARKING

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 Marking

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by number under which the item is being delivered.
(2) Identifies the deliverable Item Number or Report Requirement.
(3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) A copy of the document required in paragraph a above shall be simultaneously provided to the contracting officer.

(c) The contractor shall take all necessary precautions to ensure that all sensitive data developed under this contract are delivered to the Government in a secure manner.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services--Both Fixed-Price & Cost Reimbursement

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The term of this contract shall be December 11, 2002 to March 10, 2003, with an option to extend 90 days.

F.2 Submission of Reports

The following reports are required to be delivered under this contract in accordance with the schedules stated. Addresses for the contracting officer and COTR are provided in Section G.

a. Small Business Reporting Requirement: If this contract contains SDB participation targets, the contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

F.6 Stop-Work Order

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

   (1) Cancel the stop-work order; or
   (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

   (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Authority – Contracting Officer, Contracting Officer's Representative and Contractor's Project Manager

a. Contracting Officer - The contracting officer for administration of this contract is Michael Derrios.

b. The contracting officer, is the only person authorized to make or approve any changes in any of the requirements of this contract. Notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the contracting officer. Any changes made by the contractor at the direction of any person other than the contracting officer will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result of the change.

c. Contracting Officer's Representative - The Contracting Officer's Representative (COR) for this basic contract is:

Heather Rosenker

d. The COR will represent the contracting officer in the administration of technical details within the scope of this contract. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the Government. The COR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the contracting officer. The Government may change the COR assignment for this contract at any time without prior notice to the contractor. The contractor will be notified of the change. (Also see Contract Management Guidelines at Attachment A.)

e. Project Manager - The contractor's designated Project Manager for this purchase order is:
Name: Kyle Carmone or Steve Gold
Tele. No: 212-889-2323___FAX No: 212-889-1206
E-Mail Address: kcarmone@tvn.inc.com or sgold@tvninc.com

f. The contractor shall provide a Project Manager for this contract that has the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

G.2 Payment Schedule

The contractor may submit an invoice once per month in any monetary increment that is suitable provided that the final invoice is not submitted until the period of performance has ended and the Government has accepted all deliverables.

G.3 Invoices

a. The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as information copies shall be submitted to the COR and the Contracting Officer concurrently.

TSA Accounting
DOT/FAA/MMAC AMZ-110 Room 366
6500 S. MacArthur Blvd
Oklahoma City, OK 73169

b. The contractor may be reimbursed for actual allowable, allocable and reasonable travel costs incurred during the performance of this contract in accordance with the Federal Travel Regulations (as issued by the General Services Administration) in effect at the time of the travel. Travel requirements under this contract shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless the contracting officer authorizes other arrangements.

G.5 Electronic Funds Transfer (EFT) Information

a. Registration for EFT

In order to receive payments under this contract/award after October 1, 2002, contractors are required to register in the Central Contractor Registration (CCR) database. The contractor shall complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) and then submit the completed form within ten calendar days of award directly to the contracting officer.

In order to receive payments under this contract/award after October 1, 2002, contractors are required to register in the Central Contractor Registration (CCR) database. Information on registration in the CCR database may be found at: http://www.ccr2000.com.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Observance of Legal Holidays and Administrative Leave

a. Government personnel observe the listed days as holidays:

New Year's Day	Martin Luther King, Jr.'s Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential Proclamation

b. The contractor shall observe above holidays on the date observed by the Government. It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not "on-its-face" be the cause for an additional period of performance, or entitlement of compensation except as set forth within the contract. No form of holiday or other premium compensation will be reimbursed.

c. Further, when the Government grants administrative leave to its employees, contractor personnel performing duties at a Government site shall also be dismissed. When administrative leave is granted to contractor personnel as a result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the contractor. In this instance, the salaries and wages to the contractor for the period of such excused absence shall be reimbursable item of direct cost hereunder for employees whose regular time is normally direct charged, and a reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the contractor's accounting policy).

d. All contractor personnel assigned to this contract shall limit their observation of holidays to those set forth above.

(This clause only applies to performance required at the government's site.)

H.2 Section 508 Compliance

a. Deliverables under this contract containing electronic and information technology requirements will be subject to Section 508 of the Rehabilitation Act of 1973, 1998 Amendments compliance.

b. Accessibility of Electronic and Information Technology

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the contracting officer determines any furnished product or service is not in compliance with the contract, the contracting officer will promptly inform the contractor in writing. The contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

(1) Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or

(2) In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

(3) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

For more information about the act and Section 508 standards go to www.section508.gov

H.3 Advertising of Award

The contractor shall not refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.4 News Releases

The contractor shall obtain explicit, written consent from the contracting officer before making reference to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising.

H.5 Key Personnel

a. The contractor shall use the key personnel set forth in its offer, upon which award of this order shall be based, for performance of the effort set forth under the contract. In the event that one or more of the personnel are not available, or become unavailable, the contractor shall furnish

substitute personnel of equal skills, which substitutions shall be subject to approval of the contracting officer.

b. Substitution of Key Personnel -

(1) The contractor shall assign to the contract those persons whose resumes were submitted with its offer who are necessary to fill the requirements of the contract and orders there under. No substitutions shall be made except in accordance with this clause.

(2) The contractor shall not allow personnel substitutions during the contract performance period unless the contractor promptly notifies the contracting officer, with a copy to the COR and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions to the contracting officer, and provide the information required by paragraph (3) below.

(3) All requests for substitutions must include a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the contracting officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced. The contracting officer or an authorized representative, will evaluate such requests and promptly notify the contractor of approval or disapproval within 10 business days of receipt of the substitution request."

H.6 Disclosure of Information –Official Use Only

a. Any TSA Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the TSA. Requests to make such disclosure should be addressed to the TSA contracting officer.

b. Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years or both.

c. Contractor employees, prior to beginning work, shall sign a non-disclosure agreement to be furnished to the contracting officer.

H.7 Organizational Conflicts of Interest

a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

b. The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

c. The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

SECTION I – CONTRACT CLAUSES

I.1 Definitions

a. "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

b. "Commercial component" means any component that is a commercial item.

c. "Commercial item" means-

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that-
(i) Has been sold, leased, or licensed to the general public; or
(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for-
(i) Modifications of a type customarily available in the commercial marketplace; or
(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if-
(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government.

(7) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services-
(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(8) Any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

c. "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

d. "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

g. Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

I.2 Government Delay of Work

a. If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

b. A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

I.3 Government-Issued Keys, Identification Badges, and Vehicle Decals

a. It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee.

b. In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold $250 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

d. The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section b. shall apply.

e. Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO) and COR. Electronic keying cards are handled in the same manner as metal keys.

f. Each contract employee, during all times of on-site performance at the TSA Headquarters building(s) shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

g. To obtain the ID card, contractor employee shall submit an Identification Card Credential Application (DOT 1681) signed by the contractor employee and authorized by the CO. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor company, the contract number or the appropriate acquisition identification number, the expiration date of the contract and the required signatures. The

contractor shall submit this paperwork to the COR who will make arrangements for processing the identification cards, including photographs and lamination.

h. The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be tracked by the Government for accountability purposes.

The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions.

I.4 Government-Furnished Property

a. The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when-

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

b. Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

c. Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

d. Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contractor previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

e. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.5 Rights in Data--General

a. Definitions

(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

(2) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(4) "Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

(8) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

(9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Allocations of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

c. Copyright.

(1) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government may acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(2) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

d. Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance

of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

d. Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination may become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government may thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.

(3) Reserved.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under the "Contract Disputes" clause of this contract, as

applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

f. Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

g. Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor may withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved

h. Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

i. Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.6 Order of Precedence-Uniform Contract Format

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

a. The Schedule (excluding the specifications).
b. Representations and other instructions.
c. Contract clauses.
d. Other documents, exhibits, and attachments.
e. The specifications.

I.8 Option to Extend Services

The Government may require continued performance of any services within the limits specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days prior to the expiration date of the contract.

I.9 Option to Extend the Term of the Contract

a. The Government may extend the term of this contract by written notice to the Contractor within ten (10) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 six (6) months.

I.10 Utilization of Small Business Concerns

a. It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

b. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance.

c. *Definitions*. As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women

d. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.11 Equal Opportunity

a. *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

b. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-
(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or contract that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or contract as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any

direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.12 Payment by Electronic Funds Transfer-Central Contractor Registration

a. *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph a.(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

b. *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

c. *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract-financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

e. *Contractor EFT arrangements.* If the Contractor has identified multiple payment receiving points (*i.e.*, more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

f. *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
(i) Making a correct payment;
(ii) Paying any prompt payment penalty due; and
(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

g. *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

h. *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

i. *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

j. *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.13 Contract Disputes

a. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

b. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

c. Contract disputes are to be in writing and shall contain:
   (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
   (2) The contract number and the name of the Contracting Officer;
   (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
   (4) All information establishing that the contract dispute was timely filed;
   (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
   (6) The signature of a duly authorized representative of the initiating party.

d. Contract disputes shall be filed at the following address:

   Office of Dispute Resolution for Acquisition, AGC-70,
   Federal Aviation Administration,
   400 7th Street, S.W., Room 8332,
   Washington, DC 20590

   Telephone: (202) 366-6400
   Facsimile: (202) 366-7400

e. A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent

defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.

f. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

g. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

h. The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.

i. The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

j. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at http://www.faa.gov.

I.14 Gratuities

a. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-

(1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

c. If this contract is terminated under paragraph (a) of this clause, the Government is entitled to pursue the same remedies as in a breach of the contract.

d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.15 Extras

Except as otherwise provided in this contract, no payment for extras shall be made, unless such extras and the price, therefore have been authorized in writing by the Contracting Officer.

I.16 Prompt Payment

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers

payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

a. Invoice payments --

(1) Due date.

(i) Except as indicated in paragraphs (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
(i) Name and address of the Contractor.
(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(ix) Electronic funds transfer (EFT) banking information.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless other wise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract.

(5) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(5)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

1. Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

2. Attach a copy of the invoice on which the unpaid late payment interest was due; and

3. State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

1. The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

2. If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

b. *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.17 Non-Personal Services

a. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. The applicable employee supervisor shall give all individual employee assignments, and daily work direction. 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 CO of this communication or action.

b. The Contractor shall not perform any inherently Governmental 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. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

c. 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE(S) 1 of 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	See Block 16c	03-004-0004-1	

6. ISSUED BY
Transportation Security Administration
West Tower, TSA-14
701 South 12th Street
Arlington, VA 22202-4204

7. ADMINISTERED BY (If other than Item 6)
Michael W. Dorrios, Contracting Officer
(571) 227-1573 (office)
(571) 227-1948 (fax)
Michael.Dorrios@tsa.dot.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TVN Communications
Attn: Steve Gold
220 Fifth Avenue
New York, NY 10001

(*)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DTSA20-03-P-00570

CODE:

FACILITY CODE:

X

10B. DATED (SEE ITEM 13):
December 13, 2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, (x) is required to sign this document and return 1 original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to (1) extend the period of performance of the Order, and (2) add funds to the Order.

Accordingly,

(See Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
STEVE GOLD, PRESIDENT	Michael Dorrios Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[signature] (Signature of person authorized to sign)	7/07/03	BY [signature] (Signature of Contracting Officer)	7/3/03

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

1. Extend the period of performance from March 10, 2003 to August 29, 2003.

2. Increase the funds for the following, for continued work as specified in the Statement of Work. The estimated work is as follows:

CLIN	Supplies/Services	Qty	Unit	Unit Price	Total
0001	Work as specified in the Statement of Work and in accordance with the terms & conditions of the contract	1	Lot	N/A	$243,730.00
0002	Other Direct Costs (ODCs)		NTE		$77,087.44
0003	Travel Expenses		NTE		$6,332.03

3. As a result of the changes above, the total dollar value for the Order is increased as follows:

From:	$239,850.00
By:	$327,149.47
To:	$566,999.47

4. Accounting Data: 05X0508500-2003-101CCM000-1C0000000-233X0

5. All other terms and conditions remain unchanged.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
0002	See Block 16c	03-004-00043	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
Transportation Security Administration West Tower, TSA-14 701 South 12th Street Arlington, VA 22202-4204	Michael W. Derrios, Contracting Officer (571) 227-1573 (office) (571) 227-1943 (fax) Michael.Derrios@tsa.dot.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
IVN Communications Attn: Steve Gold 220 Fifth Avenue New York, NY 10001		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-P-00570
CODE: / FACILITY CODE:	X	10B. DATED *(SEE ITEM 13)*: December 13, 2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* See Page 2

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [x] is required to sign this document and return 1 original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to add funds to the Purchase Order and change the Period of Performance.

Accordingly,

(See Page 2)

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

15A. NAME AND TITLED OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Kyle Carmone Account Executive	Michael Derrios Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/25/03	BY *(Signature of Contracting Officer)*	9/25/03

1. Add funds in the amount of $80,350.53 to CLIN 0001 for the FFDO Pilot Interview and Labor Day Prohibited Dangerous Items SMTs, and the B-roll tapes.

2. As a result of the changes above, the total dollar value for the Order is increased as follows:

From:	$566,999.47
By:	$ 80,350.53
To:	$647,350.00

3. Accounting Data:
05X0508500-2003-101COM000-1C00000000-233X0
PR-03-004-0004-2 - $35,350.53
PR-03-004-0004-3 - $25,000.00
PR-03-004-0004-4 - $20,000.00

4. The period of performance is hereby extended from March 10, 2003 – August 29, 2003 to the revised March 10, 2003 to September 12, 2003

5. All other terms and conditions remain unchanged.

End of Modification

AMENDMENT OF SOLICITATIO. /MODIFICATION OF CONTRACT	. CONTRACT ID CODE	PAGE(S) 1 of 2

2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO *(If applicable)*
0002	See Block 16c	03-004-0004-3	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
Transportation Security Administration West Tower, TSA-14 701 South 12th Street Arlington, VA 22202-4204	Michael W Dermos, Contracting Officer (571) 227-3573 (office) (571) 227-1948 (fax) Michael.Dermos@tsa.dot.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(*)	9A. AMENDMENT OF SOLICITATION NO.
TVN Communications Attn: Steve Gold 220 Fifth Avenue New York, NY 10001		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-P-00570
CODE: / FACILITY CODE:	X	10B. DATED *(SEE ITEM 13)*: December 13, 2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* See Page 2

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [x] is required to sign this document and return 1 original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to add funds to the Purchase Order and change the Period of Performance. .

Accordingly,

(See Page 2)

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

15A. NAME AND TITLED OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Michael Dermos Contracting Officer	
15B. CONTRACTOR OFFEROR *Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/25/03

1. Add funds in the amount of $80,350.53 to CLIN 0001 for the FFDO Pilot Interview and Labor Day Prohibited Dangerous Items SMTs, and the B-roll tapes.

2. As a result of the changes above, the total dollar value for the Order is increased as follows:

From:	$566,999.47
By:	$ 80,350.53
To:	$647,350.00

3. Accounting Data:
05X0508500-2003-101COM000-1C00000000-233X0
PR-03-004-0004-2 - $35,350.53
PR-03-004-0004-3 - $25,000.00
PR-03-004-0004-4 - $20,000.00

4. The period of performance is hereby extended from March 10, 2003 – August 29, 2003 to the revised March 10, 2003 to September 12, 2003

5. All other terms and conditions remain unchanged.

End of Modification

DEPARTMENT OF TRANSPORTATION

PROCUREMENT REQUEST PROCESS RAPIDLY

PROCUREMENT REQUEST NO: 03-004-0004-3

DATE REGENERATED/LOGGED IN:

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT: Darrin Kayser 227 2963

2. TYPE OF REQUEST (Check one)
- A. ☐ NEW REQUEST
- B. ☐ CHG TO PENDING PR NO
- C. ☒ MODIFICATION TO CONTRACT OR ORDER NO DTSA 20-03-P-0057 0

3. ORIGINATING OFFICE DATA: Communications and Public Information

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

5. APPROVALS

APPROVING OFFICIAL (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING: INITIALS (D)	INTERNAL ROUTING: RTG SYM (E)
(1) AUTHORIZIED REQUISITIONER: ROBERT JOHNSON DIRECTOR PAO		8/21/03		
(2) ACCOUNTING CERTIFICATION OFFICER	TSA-14	8/21/03		
(3)				
(4)				

6. CONSIGNEE AND DESTINATION

7. DATE(S) REQUIRED

8. GOVERNMENT FURNISHED PROPERTY

☐ YES ☒ NO (If "Yes," see par. 8 of instructions on reverse.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO (A)	ITEM OR SERVICE (Include Specifications and Special Instructions.) (B)	QUANTITY (C)	UNIT (D)	COST: EST. UNIT (E)	COST: AMOUNT (F)
	SATELLITE MEDIA TOUR Modification to increase funds for additional requirements.	1			25,000

2003 AUG 22 PM 1:15
OFFICE OF ACQUISITION
TSA

TOTAL ESTIMATED COST: $ 25,000

10. ACCOUNTING DATA

05X0508500-2003-1D1CC0M000-1C00000000-233X0

11. PROCUREMENT REQUEST ASSIGNED TO (Contract Specialist Name, if known)

United States Department Homeland Security
TRANSPORTATION SECURITY ADMINISTRATION

601 South 12th Street
Arlington, VA 22202-4220

August 28, 2003
Revised September 10, 2003

Summary of Procurement Action

Contract Number:	DTSA20-03-P-00570, Modification 0002
Contractor:	TVN Communications Group, Inc.
Program Office:	Public Affairs
Purpose:	Media Services
Order Type:	Firm Fixed Price
PR Number:	03-004-0004-3
Modification Value:	$25,000.00
Period of Performance:	August 15, 2003

Background

A Procurement Request was received from Darrin Kayser of the Public Affairs to add monies to the subject purchase order for additional requirements within the scope of the Order. The PR is for the amount of $25,000. Another PR was received from Darrin Kaser to add $20,000 because $25,000 was not enough money to cover the cost of the additional requirement. Also, there is $35,350.53 that the Budget office states is still available from PR 03-004-0004 which was for Modification 0001. Modification 0001 only used $327,149.47 of the $362,500 that was allocated. The total amount of funds that will be committed under Modification 0002 will be $80,350.53. This amount will close the subject contract out and no further monies will be required.

Negotiation Phase

This is Modification 0002 to the Order. The new procurement for these services is in the evaluation phase of the procurement process. There is an immediate need for the current contractor, TVN to provide two additional SMTs: FFDO Pilot Interview and Labor Day Prohibited Dangerous Items. TVN has provided the price breakdowns for these two SMTs, which are consistent with the pricing stated in the contract. Therefore, it is in the best interest of the government to increase the funds for the two SMTs and modify the current contract (According to the cost provided by the contractor for these two requirements and concurrence with the program office, this should cover the costs of both projects). There will be no further requirements added to this contract). The contract will be extended to September 12, 2003 to cover additional B-roll tapes that were required on September 8, 2003. An award for the new requirement is anticipated by the end of September.