

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 10

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

BPA NO.

1. DATE OF ORDER JUN 28 2004		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO. DR-04-0196		4. REQUISITION/REFERENCE NO. 700400100		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Elizabeth Hayden	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Specialist: Chris Jackson Washington, DC 20555				b. STREET ADDRESS Mail Stop: O-2A13	
				c. CITY Washington	e. ZIP CODE 20555
7. TO:				I. SHIP VIA	
a. NAME OF CONTRACTOR FILM COMM, INC				8. TYPE OF ORDER	
b. COMPANY NAME 641 NORTH AVE				<input checked="" type="checkbox"/> a. PURCHASE ORDER Reference your Quote dtd 6/21/04 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS				<input type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY GLENDALE HEIGHTS		e. STATE IL		f. ZIP CODE 601396449	
9. ACCOUNTING AND APPROPRIATION DATA Job Code: L23264 B & R Number: 47K-15-545-380 BOC: 2430 Fund Source: 31X0200				10. REQUISITIONING OFFICE 16 OPA	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Origin		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE
13. PLACE OF		16. DISCOUNT TERMS Net 30 days	
a. INSPECTION N/A	b. ACCEPTANCE N/A	FOR INFORMATION CALL: (No collect calls) Chris Jackson 301-415-5889	

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	DUNS No: 070679931 The contractor shall provide the services as described in the attached Statement of Work (SOW), for distribution of two (2) NRC videotapes entitled "Public Safety and the Nuclear Regulatory Commission" and "Transport of Radioactive Material" or "Moving Nuclear Waste: How Safe Is It" The period of performance will begin July 1, 2004 through June 30, 2005.					
001	Duplicate copies of two NRC videotapes as stated in SOW. Estimated copies not to exceed (NTE) 100 each.	200	EA			N/C
002	Duplicate copies of two NRC videotapes for TV format, Size 3/4" as stated in SOW. Copies not to exceed five (5) each.	10	EA			N/C
003	Distribution and postage (including return postage) of the videotape to schools, community groups, etc. as in SOW.	400	EA	6.85	\$2,740.00	
004	Distribution and postage (including return postage) of Video tapes/booklets to TV station. Estimated shipment NTE 50.	50	EA	12.00	\$600.00	
005	Marketing and promotion through out the U.S. as stated in the SOW.	1	EA			N/C
006	Telemarketing cost for follow-up and promotion; distribution and collection of audience evaluations as stated in SOW.	1	EA	350.00	\$350.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$3,690.00	SUBTOTAL
	21. MAIL INVOICE TO:							17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4							17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-04-0196)							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				\$3,690.00	
22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Stephen M. Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER						

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

DR-04-0196

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The contractor shall provide the following services at no charge: distribute and collect audience evaluations, distribution and promotion to U.S. television stations, telemarketing, and provide monthly reports on airing.</p> <p>The master copy of NRC's videotapes are the property of the U. S. Government and the contractor shall return the master copies to the NRC Project Officer at the end of the period of performance.</p> <p>NRC Project Officer: Ms. Beth Hayden (301) 415-2234 Address below:</p> <p>U. S. Nuclear Regulatory Commission ATTN: Ms. Beth Hayden</p> <p>Mail Stop: O-2A13 Washington, DC 20555</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

STATEMENT OF WORK

Contractor shall provide services to distribute two NRC videotapes: (1) "Public Safety and the Nuclear Regulatory Commission" and (2) either "Transport of Radioactive Material" or "Moving Nuclear Waste: How Safe Is It" (if the latter is ready during the period of performance).

Note: There will not be any cost for recipients of either tapes/booklets and a prepaid envelope will be provided to them without return charges for recipients. The intended audience is high school and middle school students, service organizations, trade schools, and public interest groups.

1. Duplicate copies of NRC's two videotapes as needed to meet the demand, but not more than a total of 100 copies each shall be made from a betacam SP master copy of the tapes provided by NRC. (Tapes Approx. 20 minutes)
2. Make approximately ten (10) 3/4" copies of NRC's two videotapes for TV format as needed in response to requests for previews and actual bookings.
3. Aggressively inform schools, community groups, and TV stations (broadcast, cable and low power) throughout the U.S. of the free availability of the NRC videotapes through appropriate means such as newsletters, fliers or catalogs, as well as through some promotion by telephone and possibly the Internet. Provide the NRC with the items used to inform potential audiences.
4. Distribute the NRC videotapes to junior and senior high schools, community groups, and TV cable stations free of charge to requesters (including pre-paid return postage). Assure that each shipment is provided to the requestor in a timely manner.
5. Distribute the booklet entitled "NRC--Regulator of Nuclear Safety" with the videotape entitled "Public Safety and the Nuclear Regulatory Commission" to the sponsor of each booking. NRC shall provide sufficient copies to the Contractor at the beginning of the contract period.
6. Distribute the booklet entitled "'Safety of Spent Fuel Transportation", NUREG/BR-0292, with the videotape entitled "Transport of Radioactive Material" to the sponsor of each booking. NRC shall provide sufficient copies to the Contractor at the beginning of the contract period.
7. Provide audience evaluations of the videotapes to NRC every 3 months.
8. Provide a monthly report of bookings for each videotape to NRC with the name of the city, organization, broadcast date, and the estimated audience. Monthly report should also indicate the number of showings per month and year-to-date for each videotape.
9. Provide monthly invoices to the NRC on an as-used basis of the videotapes and mail the invoices to the NRC contact and address in Washington, DC. Contractor shall bill the NRC for bookings only, not previews.

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.222-42	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.213-3	NOTICE TO SUPPLIER	APR 1984

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (May 2004)
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose.

This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

***** Begin Inserted Clause (Full Text) '5223233' *****

A.3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(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) 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.

(f) 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.

(g) 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 separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. 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.

(h) 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.

(i) 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.

***** *End Inserted Clause '5223233'* *****

A.4 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.5 OTHER APPLICABLE CLAUSES

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.6 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

***** *Text Document 'CLAUSES' Ignored* *****
