

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code	Page 1 of Page 5
2. Amendment/Modification No.	3. Effective Date Jun 25, 2004	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By Contracts and Purchasing Opr., Group A U.S. Dept. of Education 550 12th Street, SW, 7th Floor Washington, DC 20202-4444 DeShonjla A. Blount 202-245-6203		7. Administered By (If other than Item 6) SEE BLOCK 6	
8. Name and Address of Contractor (No., Street, County, and Zip Code) KETCHUM, INC. 2000 L STREET NW SUITE 300 WASHINGTON DC 200364923		Vendor ID: 00009894 DUNS: (b)(2) CAGE: ITXH6	(X) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. ED-03-PO-1725 10B. Date (See Item 13) May 14, 2003
Code	Facility Code		

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 extend. 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 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)

0800A2003A2003EAT000005002521A0000000000000000 \$ US 139,490.56

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

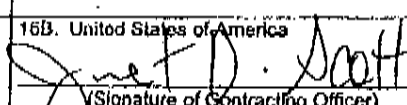
- This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
- The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
- This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority)
B.2 (a) Order Amount Increase

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 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 include funds for work request 16 (Minority Outreach Campaign) and increase the contract by \$139,490.56. The contract is hereby increased from \$808,519.24 by \$139,490.56 to \$948,009.80.

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 Title of Signor (Type or Print)		16A. Name and title of Contracting Officer (Type or Print) Janet D. Scott (202) 708-7947 Contracting Officer	
Contractor/Offeror	15C. Date Signed	16B. United States of America  (Signature of Contracting Officer)	16C. Date Signed 6/25/04
(Signature of person authorized to sign)			

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(b)(2)

This contract is modified as follows:

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SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
01	WORK REQUEST #16 Minority Outreach Campaign_04 PR #: EDOOOS-04-000221	1	SE	139,490.56	139,490.56

**Minority Outreach Campaign
SOW #16**

The Department of Education (ED) is continuing to be interested in exploring communications strategies for educating the African American community with messages about No Child Left Behind (NCLB).

ED wants to utilize television and radio advertising on the "The Right Side," which is produced by Right Side Productions.

Established in 1987 with offices in D.C and Chicago, Right Side Productions is a subsidiary of the Graham Williams Group (GV) that produces informative, innovative programming for top clients and officials in the media arena. The most recognized and respected brand name of its product line is "The Right Side," hosted by nationally syndicated print, television, & radio personality and CEO of the Graham Williams Group, Armstrong Williams.

With more than 100 radio and television affiliates across the country, in such major markets as the District of Columbia, Los Angeles, Chicago, Dallas, Houston, Philadelphia and many more, "The Right Side," with Armstrong Williams is a conduit to 12 million targeted viewers.

Whereas others just report the news, "The Right Side" goes one step further, providing compelling insights into the political social issues that Americans care about most, with a strong emphasis placed on moral striving and rededication to the family.

Taped in Washington, D.C., "The Right Side" delivers its message not only to millions of viewers across the country, but also the people intricately involved in this country's legislative, judicial, political and economic process.

"The Right Side" affords the opportunity to communicate with one of the most unique and diverse audience in the industry: 33% American black, 21% Latino, 40% white.

Ketchum, the contractor, shall arrange for production of two television and two radio ads that would run on the "Right Side" for a total of six months. The ads shall include the Secretary and Mr. Williams and shall focus on NCLB.

The ads shall run on the following national and local TV stations:

The Liberty Channel (national)

"The Right Side" airs M, W, F 1-2 PM (EST)

Sky Angel (national)

"The Right Side" airs Sundays, 10-11 PM (EST) and Wednesdays, 7:30-8:30 AM (EST).

CTN

"The Right Side" airs M-F, 1-2 PM (EST); repeats M-F, 11 PM-12AM (EST)

Arlington VA TV

"The Right Side" airs Saturdays, 3-4 PM (EST)

DCTV

"The Right Side" airs Fridays, 9-10 PM (EST)

WBPH TV 60, Allentown, PA

"The Right Side" airs M-F, 6:30-7:30 PM (EST)

WIWU-TV Marlon, Indiana

"The Right Side" airs M,W,F, from 1-2PM (EST)

Family Life TV, PA

"The Right Side" airs M,W,F, from 1-2PM (EST)

TCN TV 15, Florida

"The Right Side" airs Sundays, from 3-4PM

WBEK TV, GA

"The Right Side" airs M, W, F 2-3 PM

TV 58, Maryland
"The Right Side" airs M-F, 2-3 PM

Grambling State University, LA
"The Right Side" airs M-F, 5-6 PM

WAZT TV, Woodstock, VA
"The Right Side" airs Sat, Sun, 11:00 AM-12:00 PM

Ketchum shall arrange for Mr. Williams to regularly comment on NCLB during the course of his broadcasts. Show times and dates may change or be subject to preemption at the programmer's discretion.

Deliverables

Ketchum shall create and place the following ads:

- Two (2) (:60) Television ads promoting NCLB. *Ads shall be produced by Graham Williams Group. Ads shall feature a one-minute read by Secretary Paige*
- Two (2) (:60) Radio ads promoting NCLB. *Ads shall be produced by Graham Williams Group. Ads shall feature a one-minute read by Secretary Paige.*
- Each advertising spot shall run during the one-hour cable Television broadcast. Ads shall run on all of Mr. William's cable affiliates.
- Secretary Paige and other Department officials shall have the option of appearing from time to time as studio guests to discuss NCLB and other important education reform issues.
- , a six-month advertising campaign on "The Right Side" with Armstrong Williams (Ads shall air on Mr. Williams's television and radio broadcasts; bonus ads can be disseminated during Black History month and Rev. Martin Luther King Jr.'s birthday).
- Mr. Williams shall utilize his long term working relationship with America's Black Forum, where he appears as a guest commentator, to encourage the producers to periodically address the No Child Left Behind Act (67 million viewers; reach 87% of urban market).
- The TV ads shall run for 23 weeks.

Deadlines

- ED will review the ads prior to completion up to one week after the task order has been signed.
- 5-6 sound bites shall be submitted to Graham Williams Group (subcontractor) two weeks after the task order has been signed.
- ED shall receive a broadcast report from Ketchum the first week of each month.

Revised March 30, 2004

**WORK REQUEST
(Time and Materials)**

Contract Number: ED-03-PO-1725

Work Request Number: 16

Project Title: Minority Outreach Campaign

Estimated Not-to-exceed hours: 27

A. Salaries and Wages			
LABOR CATEGORIES	LOADED RATE	TOTAL HOURS	AMOUNT
Vice President/Creative Services	(b)(4)	(b)(4)	\$0.00
Vice President/Research			\$0.00
Senior Account Executive			\$0.00
Assistant Art Director			\$0.00
Associate Account Executive			\$0.00
Administrative			\$0.00
Senior Vice President			\$1,245.70
Vice President/Group Manager			\$4,467.60
Account Executive			\$0.00
Production Marketing Manager			\$0.00
Art Director			\$0.00
Vice President/Contract Manager			\$446.76
Account Supervisor			\$0.00
Account Coordinator			\$0.00
Financial Analyst			\$0.00
SUBTOTAL DIRECT LABOR			\$6,160.06

Revised March 30, 2004

**WORK REQUEST
(Time and Materials)**

B. TRAVEL		COST	UNITS	AMOUNT
Taxi (to and from DOE)	/trip	(b)(4)	(b)(4)	\$48.00
Courier	/trip			\$0.00
SUBTOTAL TRAVEL				\$48.00
C. OTHER DIRECT COSTS (ODCS)				
Long Distance Calls	/minute			\$45.00
Faxes	/fax			\$12.50
Data Collection	/search	\$		\$0.00
Fed Ex	/package			\$150.00
Reproduction	/copy			\$75.00
4 sets black & white proofs				\$0.00
Faxes				\$0.00
Lexis/Nexis				\$0.00
Data Collection				\$0.00
Fed Ex				\$0.00
Reproduction				\$0.00
Photo Scans				\$0.00
Purchase Stock Photos				\$0.00
SUBTOTAL ODCS				\$282.50
D. SUBCONTRACTOR (if applicable)				\$133,000.00
The Graham Williams Groups				
Total Price				\$139,490.56

Authorization:

COR _____

Date _____

Janet D. Scott

6/25/04
Date _____

Completion Date: _____

Acceptance Date: _____

Elizabeth M. Lean
Contractor Signature
ELIZABETH M. LEAN

2 JULY 04
Date _____

*Note: Invoices shall be submitted after written acceptance of the deliverables, as stated in the statement of work (SOW), is received from the COR by the contracting officer. The contracting officer or the contract specialist will notify the contractor when acceptance is received from the COR. The contractor can then invoice for payment for this work request.