

SECTION A – SOLICITATION/CONTRACT FORM SOLICITATION, OFFER AND AWARD						PAGE 1	
1. CONTRACT NO. 2023-R-015		GSA CONTRACT NO.		2. TYPE OF SOLICITATION		3. EFFECTIVE DATE See Block 21	
5. ISSUED BY Office of the Sergeant at Arms United States Senate Senate Office Building Washington, DC 20510-7207		CODE		6. ADDRESS THE OFFER TO (if other than Item 5) Office of the Sergeant at Arms United States Senate Attn: Contract Department Washington, DC 20510-7207			
SOLICITATION							
(a) FOR INFORMATION CALL OR E-MAIL		A. NAME: Nicole A. Barnes			B. TELEPHONE NO: 202-224-9321 <i>NO COLLECT CALLS</i>) or EMAIL: acquisitions2012@saa.senate.gov		
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OFFER (Must be fully completed by Offeror)							
9. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (<i>90 calendar days unless a different period is inserted by the Offeror</i>) from the date of receipt of offers specified above, to furnish any of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the specified schedule.							
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>		AMENDMENT NO.		DATE		AMENDMENT NO. DATE	
11A. NAME AND ADDRESS OF OFFEROR		TIN NO		Dunn & Bradstreet		12. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
11B. TELEPHONE NO.		11C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			13. SIGNATURE		14. DATE SIGNED
AWARD (To be completed by Senate)							
15. ACCEPTED AS TO ITEMS NUMBERED		(a) AMOUNT In accordance with purchase orders issued under this contract			17. SUBMIT INVOICES IN ACCORDANCE with Section G.4.2 Submission of Invoices		ITEM
18. ADMINISTERED BY (If other than Item 5)		CODE		19. PAYMENT WILL BE MADE BY Office of the Sergeant at Arms United States Senate Financial Department Washington, DC 20510-7205			
20. NAME OF CONTRACTING OFFICER David W. Baker		UNITED STATES SENATE (<i>signature of Contracting Officer</i>)					21. DATE SIGNED
IMPORTANT — Award will be made on this Form, or other authorized official written notice							

B.1 Scope

This is a Multiple Award Indefinite Delivery-Indefinite Quantity (IDIQ) contract supporting the U.S. Senate Office of the Sergeant at Arms (SAA) Senate Recording Studio (SRS), and other affiliated offices by providing remote real-time closed captioning services of Senate Hearings, media events, studio, and Senate Floor (Floor) activities.

Hearings are scheduled regularly throughout the week, and it is not uncommon for up to twelve (12) hearings to be going on at one time. The Senate and SRS require staffing to provide remote real-time closed captioning services to support these hearings. The Contractor shall supply any additional hardware, software and/or firmware, other components, parts, or materials required to provide captioning services.

B.2. Description of Services

The Contractor shall furnish all labor, equipment, and supplies and shall work such hours, including overtime, and weekend, as may be necessary to ensure the performance of work in accordance with the SAA requirements set forth below for real-time captioning support.

The Contractor shall perform the necessary captioning for all hearings and will work closely with the SRS Administrative Staff to assign a captioner for each hearing.

B.3 Term

The term of this Contract includes a base and four option periods. Base period is from date of award through twelve (12) months, with four 12-month option periods thereafter. Exercise of options will be in accordance with Section H.9 Exercise of Options.

B.4 Price Re-determination and Adjustment

The Contractor may offer a price reduction at any time effective upon the date offered by the Contractor and will apply to all products on or after the effective date of price change. Price increases must be mutually agreed to and incorporated into the Contract through a modification hereto.

B.5 Pricing Schedule

B.5.1 Pricing shall be in accordance with the task order issued under this Contract.

B.5.2 pricing for the hourly rates shall be set forth in the Pricing Table included as Attachment J-1 under SECTION J – CONTRACT ATTACHMENTS of the Contract. All pricing shall contain the Firm Fixed Labor Hour rates, and be fully burdened with all administrative costs, inclusive of local travel, local transportation, and other direct costs (ODCs). These prices will be used to provide Firm-Fixed-Price (FFP) or Labor Hour (LH) task orders issued by the SAA under this Contract.

B.6 Contract Ceiling and Guaranteed Minimum

The maximum ceiling of this IDIQ contract is \$7,500,000. There is no guaranteed minimum on this IDIQ Contract. The Senate does not guarantee any work from this Multiple Award IDIQ Contract, as individual Task Orders will be competed among IDIQ Contract holders.

SECTION C - TASK ORDERS / STATEMENT OF WORK (SOW)

C.1 INDEFINITE DELIVERY - INDEFINITE QUANTITY ("IDIQ")

This is an indefinite delivery-indefinite quantity (IDIQ) Contract.

- a) Delivery or performance shall be made only as authorized by task orders issued in accordance with this Contract (Task Orders). The SAA may issue multiple task orders for the captioning services during the Contract term.
- b) All task orders are subject to approval and acceptance by the Contractor, which shall use commercially reasonable efforts to either accept or reject such orders within two (2) business days from receipt thereof.
- c) Any task order issued during the effective period of this Contract and not completed within that effective period of the contract shall be completed by Contractor within the time specified in the task order. The Contract shall govern the parties' rights and obligations with respect to that task order to the same extent as if the order were completed during the Contract term.

C.2 ORDERING

- a) Any products or services to be furnished under this Contract shall be ordered by issuance of Task Order(s) by the Contracting Officer (See G.1 below). Orders shall be addressed to the Contractor at the address in Section A, Block 11A of the Contract.
- b) All Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Task Order and this Contract, the Contract shall control in accordance with Section H.1, Order of Precedence. The parties shall not use Task Orders to modify the Contract.
- c) Task Orders will be issued electronically by the SAA to the Contractor.
- d) All Contractor price proposals must use the rates referenced in B.5 and be submitted to the SAA for proposal evaluation. Each Task Order will specify the contract type (Firm-Fixed-Price or Labor Hour) for the specific Task Order.

C.3 BACKGROUND

The Senate uses caption encoding hardware that is compatible with the EEG iCap cloud caption delivery service. The Senate also uses streamtext.net to delivery captions via webpages. The Contractor shall employ captioners who have experience interfacing with StreamText.

The Contractor will work closely with the SRS Administrative Staff communicating the assigned captioner for each hearing. The assignment and identity of the assigned captioner shall be made and communicated via email to SRS Administrative staff no later than 24 hours prior to the start time of a hearing.

C.4 CONTRACTOR

REQUIREMENTS

For each task order under this Contract, the Contractor shall meet the following requirements:

C.4.1 The Contractor shall responsible for necessary captioning for hearings, media events, studio and Floor activities. The Contractor will work closely with the SRS Administrative Staff communicating the

assigned captioner for each hearing. The assigned captioner shall be communicated via email to SRS Administrative staff no later than 24 hours prior to the start time of a hearing. The assigned captioner and the hearing directors must be in direct communication with each other and must test all functionality in the hour leading up to the events start time.

C.4.2 The Contractor shall be able to provide coverage for over 900 hearings annually, each lasting approximately 2 hours, with up to twelve hearings occurring concurrently.

C.4.3 The Contractor must work directly with each Committee to assure it is assigned to their distribution list for sending hearing notifications.

C.4.4 On the morning of the hearing, the Contractor must send SRS an email confirming every hearing being captioned along with the assigned captioners and their contact information for each hearing.

C.4.5 The Contractor shall either employ captioners, or contract with Caption Services Providers (CSP) for captioners, who have the capability to and experience with connecting with iCap-enabled encoders using the iCap cloud caption delivery service.

C.4.6 Captioning personnel sourced by the Contractor must have equipment for connecting to iCap and StreamText, for encoding captions, and for monitoring audio via iCap.

C.4.7 Captioning personnel sourced by the Contractor must maintain all necessary iCap and StreamText software for connection to iCap and StreamText cloud services.

C.4.8 The Contractor shall provide a monthly report that tracks the services provided per event, length of service per event and discrepancy occurrences on a per event basis.

C.4.9 Upon request by SRS, the Contractor shall deliver a .scc or .vtt caption file after the event has concluded. The Contractor shall convert this file and deliver a timestamped transcript of the hearing.

C.5 SAA RESPONSIBILITIES

C.5.1 The SAA shall provide the following hardware:

1. EEG HD492 and HD1492 closed caption encoders.
2. LAN and internet connectivity for the encoders.
3. Audio systems and routing for the provision of IFB audio via iCap.

C.5.2 The SAA shall maintain the following software and services:

1. iCap accounts for access to EEG caption encoders.
2. iCap administrative and monitoring services for support of EEG encoders.

SECTION D - PACKAGING AND MARKING

D.1 Marking of Reports

All information submitted, including but not limited to, forms, reports, or data to the Contracting Officer or Contracting Officer Representative, shall be prepared for shipment in accordance with best commercial practices and clearly indicate the Contract number for which the information is being submitted. Technical

data ordered by the Senate must be packaged, packed, and marked in accordance with the best commercial practices. Costs are the responsibility of the Contractor.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Deliverable Item

The Contractor shall complete all work hereunder in accordance with the Contract, including delivery of all goods and services, effective from the date of the Contract and/or notice to proceed. Captioning services shall be performed at a 98% accuracy rate or better. The Senate may request periodic quality control checks of delivered services. Upon verification the 98% minimum threshold is not met, the Contractor shall recaption the event free of charge to the Senate and reduce the invoice by 10% for the captioned event.

Monthly reports shall be delivered in Microsoft Word format. More recent versions of the programs may also be used.

F.2 Place of Performance

All work to be completed under this Contract shall will occur remotely and not within Senate facilities, unless written authorization is obtained in advance from the Contracting Officer.

F.3 Senate Furnished Property

The SAA, at its sole option, reserves the right to furnish equipment and supplies, which the SAA determines are required for the performance of this Contract, to Contractor personnel that are performing work on site at the Senate. Furnished equipment and supplies may include equipment described in task order issued under this Contract, if any.

The Contractor shall provide all necessary resources not furnished by the SAA. Senate furnished supplies or equipment will be used only for the performance of this Contract. The Contractor shall be responsible for and shall maintain accurate records of all items provided by the SAA. The SAA will also maintain records of all items provided to the Contractor.

F.4 Task Order Review

If required in the task order, Contractor shall participate in technical review meetings with the Contracting Officer's Representative (COR) to review and discuss the task order status.

F.5 Delay in Performance

F.5.1 In the event the Contractor encounters difficulty in meeting the performance of the Task Order or when it anticipates difficulty in complying with the applicable delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall promptly notify the COR by telephone or e-mail, or in the COR's absence, the Contracting Officer. If the COR determines that the difficulty, anticipated difficulty, or potential difficulty in meeting performance requirements is significant in nature, the COR shall immediately notify the Contracting Officer and require the Contractor to follow up in writing, giving pertinent details, provided, however, that this data shall be informational only in character. This

provision shall not be construed as a waiver by the SAA of any delivery schedule or date, or any rights provided under this Contract.

F.5.2 The Contractor shall take whatever actions are necessary to ensure continuous provision of products or services specified in this Contract or the applicable task order.

F.5.3 The Contractor shall be liable for default unless non-performance 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 and acts of the Government in either its sovereign or contractual capacity.

F.5.4 If in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule for a Task Order, the Contractor shall take such steps as may be necessary to improve progress, and the Contracting Officer may require overtime operations or increased days of work, all without additional costs to the Senate.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

Administration of this Contract will be performed by the Sergeant at Arms Contracting Officer (CO) or the CO's delegates. The Contracting Officer is authorized to make contractual modifications and render contractual decisions, including but not limited to, changes in the scope of work and monetary additions or deletions, subject to the United States Senate authority delegated to them. No changes shall be effective without a modification of the Contract. All communications pertaining to contractual and/or administrative matters under this Contract should be addressed to:

David W. Baker

Contracting Officer

Telephone Number: 202-224-2547

SAA Mobile Number: 202-316-9169

Email: david_baker@saa.senate.gov

G.2 Contracting Officer's Representative (COR)

G.2.1 The Contracting Officer will designate a Contracting Officer's Representative (COR), for Task Orders issued under this Contract, who will be responsible for providing technical direction and control during performance of said Task Orders. The COR is responsible for performing inspection and ensuring that adequate records are kept supporting acceptance or rejection. Acceptance will be made by the COR.

G.2.2 Designated by the Contracting Officer, the COR is assigned the responsibility to (a) provide technical direction to the Contractor(s) within the constraints of the SOW, (b) monitor and oversee the daily performance of the Contractor, (c) realign Contractor resources to fulfill contract requirements as long as specified contractual limits are not exceeded, (d) authorize all invoices for payment, and (e) perform final inspection and acceptance of all deliverables including reports and invoices. If the invoice is not acceptable for certification, the Contracting Officer shall be notified in writing with the detailed reason for rejection. Additionally, the COR will inspect, accept, or reject all work performed and resolve day to day matters directly with the Contractor.

G.2.3 The COR will be identified by Task Order.

G.3 Identification of Correspondence

All correspondence and data submitted by the Contractor under this Contract shall reference the contract number and Task Order, when applicable.

G.4 Submission of Invoices and Payment Schedule

G.4.1 The SAA shall pay the Contractor within a reasonable time, but not later than sixty (60) days after receipt of proper invoices approved by the Contracting Officer or their designee.

G.4.2 Submission of Invoices

G.4.2.1 The Contractor shall submit invoices electronically upon acceptance of deliverables unless other instructions are provided in the contract. At a minimum, the invoice shall state the Contract number, Task Order number, purchase order number, as applicable, and an itemized description of the products or equipment delivered together with applicable serial numbers if practicable; or an itemized description of the service rendered together with the period of performance.

The Contractor shall provide a breakdown of the hours worked by task, and billed by task, and if applicable, the percentage of the work completed versus the plan, to the COR every two weeks at a minimum, or the mutually agreed to time frame, for use by the United States Senate in reconciling and verifying invoices for payment.

The Contractor invoices for payment will be submitted electronically in a non-editable electronic file such as PDF, TIFF, JPEG or another image format.

Original Invoice shall be sent electronically to AP@saa.senate.gov.

Copy of invoice electronically to: COR identified in the task order.

G.4.2.2 It is the Contractor's responsibility to ensure that the invoices are submitted in the correct format.

G.4.2.3 Contractor questions regarding payment information should be directed to the COR for follow-up with appropriate financial personnel.

G.5 Electronic Funds Transfer (EFT) Payment

G.5.1 The U.S. Senate Disbursing Office (Disbursing Office) on behalf of the SAA may elect to send the Contractor a Payee/Company Information Form to be completed and signed by the appropriate company official.

G.5.2 The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfers. The Contractor shall pay all fees and charges for receipt and processing of transfers.

G.5.3 If an uncompleted or erroneous transfer occurs because the Disbursing Office failed to use the Contractor provided EFT information in the correct manner, the U.S. Senate remains responsible for (a) making a correct payment, and (b) assisting Contractor in the recovery of any erroneously directed funds.

G.5.4 If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect or incomplete at the time of Disbursing Office release of the EFT payment transaction instruction to the Federal Reserve System, and (a) the funds are no longer under the control of the payment office, the SAA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or, (b) if the funds remain under the control of the payment office, the SAA retains the right to either make payment by mail or suspend the payment.

G.5.5 The Contractor agrees that the Contractor's financial agent may notify the SAA of a change to the routing transit number, Contractor account number, or account type. The Contractor agrees that the information provided by the agent to the SAA is deemed to be correct information as if it were provided by the Contractor.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Order of Precedence

Any inconsistencies in this Solicitation or Contract shall be resolved by giving precedence in the following order:

- a) The schedule of supplies/services of this Contract and the SOW specified in any Task Orders issued hereunder;
- b) The Assignment, Disputes, Payments, Invoice, and Compliance with Laws paragraphs of this Contract;
- c) Addenda to this Contract, including any license agreements for computer software; and,
- d) Other documents, exhibits, and attachments to the task order including but not limited to the Contractor's proposal or quote.

H.2 Interpretation of Contract Requirements

No interpretation of any provision of this Contract, including applicable specifications, shall be binding on the SAA unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.3 Key and Other Personnel

H.3.1 The Contracting Officer will designate certain key persons for purposes of any task order issued hereunder. Key personnel may not be changed or reassigned during the first ninety (90) days of performance on a task order without the prior written approval of the Contracting Officer or COR, which shall not be unreasonably withheld.

H.3.2 During the period of performance of the Task Order, key personnel substitutions shall not be permitted unless such substitutions are necessitated by an individual's sudden illness, personal hardship, death, or termination of employment or requested by the Contracting Officer or COR. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required in paragraph H.3.3.

H.3.3 All proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or designee will evaluate such request

and will notify Contractor of the SAA's approval or disapproval thereof on substitutions within twenty (20) business days.

H.3.4 The SAA reserves the right to approve or disapprove the assignments of all personnel assigned to the performance of this Contract or any Task Order issued hereunder.

H.4 Information Security System and Malware-Free

H.4.1 In performing this Contract, the Contractor is subject to Senate information technology (IT) data and system security procedures (See H.10) and, by its continuing performance of this Contract, the Contractor certifies that all components of any IT systems including all hardware and software it uses or provides are free of known malicious code, including but not limited to ransomware, viruses, or Trojan horses, or any other known threats to the Senate IT environment.

H.4.2 The Contractor shall perform regular security control reviews of its system(s) and shall ensure that all hardware and software security updates (including, but not limited to, anti-malware updates, operating system and application security patches, firmware updates, and related actions) and any other remediation processes deemed necessary by the SAA are tested and applied prior to connecting said systems to the Senate IT infrastructure. Systems (including, but not limited to, hardware, software, firmware, cloud or related systems) not required to support performance of this Contract shall not be installed by the Contractor in the Senate IT environment if not first identified and approved in writing by the SAA.

H.4.3 The SAA shall reserve the right to perform or have a third party perform, as necessary, vulnerability assessments and any other analysis of Contractor system(s) used within the Senate IT environment and take any necessary action to ensure that these systems do not threaten the confidentiality, integrity, or availability of Senate information systems. The Contractor shall remediate any issues raised by the SAA in a manner approved by the SAA IT security branch prior to returning systems to normal operations within the Senate environment.

H.4.4 The Contract entered into by and between the Contractor and the SAA and any applicable signed invoices submitted for services provided by the Contractor to the SAA shall constitute the Contractor's acceptance and compliance with the terms and conditions set forth in this section.

H.5 Delegation of Authority

The Contractor may delegate authority to its representatives in the performance of this Contract. Such delegation does not absolve the Contractor of accountability for performance of the Contract. All delegations of authority by either party to fulfill the obligations of this Contract will be made in writing to the respective Contracting Officer.

H.6 Modifications and Additions/Adjustments

Administrative changes, e.g. address corrections, are approved by the Contracting Officer. All other changes, modifications, additions, or deletions, which change the scope of this Contract, must be prepared in writing, as formal modifications, and signed by both parties. Modifications may be subject to approval by the Committee on Rules and Administration, pursuant to the Senate Procurement Regulations.

H.7 Severability

If any portion of this Contract is determined to be either contrary to law or otherwise unenforceable, then that provision will be deemed to be omitted from the Contract, but only to the extent necessary to relieve the deficiency. All other provisions of the Contract, including such portions of the omitted clause as are not determined to be contrary to law or unenforceable, will remain in full force and effect.

H.8 Technology Upgrades

During the life of this Contract, the SAA may, at its option, permit the Contractor to propose to substitute technologically advanced goods and services that become commercially available after the date of Contract award as ordered items, provided that any substitute items are at least technically equal to the items replaced. Recommended technology upgrades must be proposed by the Contractor in written proposal form and acceptance by the SAA in writing of the Contractor's recommendations will be evidenced by issuance of a contract modification authorizing such technology upgrade.

H.9 Exercise of Options

After the base term, this Contract is renewable in one-year increments, at the discretion of the SAA, for up to four (4) additional periods. The Contracting Officer will give written notice of intent to renew to the Contractor before the expiration of the Contract, for each subsequent option year after the base year. Solicitations for similar products or services may be issued by the SAA prior to the expiration of this Contract.

H.10 Security

H.10.1 The Contractor shall comply with the latest version of U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity.

H.10.2 Contractor personnel are required to be citizens of the United States of America (U.S.) or meet the eligibility requirements for Government of the United States employee compensation as specified in Public Law 111-117, Div. C, Title VII, Section 704 (123 Stat. 3205).

H.10.3 Network Data and Information Security

Contractor shall use all appropriate care, in accordance with Senate Standard Operating Procedures for Information Technology, for maintaining the integrity of the Senate network when Contractor personnel have network access either local or remote. Senate information is confidential material and must be protected, in accordance with Acknowledgement of Information Privacy Policies, from loss disclosure and electronic penetration.

H.11 Identification Badges

The Contractor shall see that each on-site employee as well as key personnel has a United States Senate identification/access badge if necessary. United States Senate procedures will be followed with regard to Contract employees. The Contractor will work with the COR in obtaining identification/access badges if the SAA determines that an employee requires a badge.

H.12 Incorporation of Offeror's Proposal

Any quotations submitted in response to request for quotations for any task orders (TORQ) will be incorporated into the Contract.

H.13 Senate Furnished Equipment/Contractor Furnished Equipment

H.13.1 Equipment Definitions

- a) The term "Senate-furnished Equipment" or "SFE" is defined as equipment in the possession of the Senate or directly acquired by the Senate, which is subsequently provided to the Contractor to use during the course of the Contract.
- b) The term "Contractor-furnished-Equipment" or "CFE" is defined as equipment acquired by a private procurement agent using Senate funds. CFE is acquired by or otherwise provided to a Contractor for performing a contract. The Senate has title to the said equipment.
- c) The term "Senate Equipment" is defined as all equipment owned by or leased to the Senate or acquired by the Senate under the terms of a contract. Senate Equipment includes both SFE and CFE.
- d) The term "Custodial Records" is defined as the written or electronic memoranda of any kind used to control and track Senate equipment.

H.13.2 Contractor Responsibility

H.13.2.1 The Contractor shall be directly responsible and accountable for all Senate equipment issued to the Contractor, including Senate Equipment in the possession or control of a Subcontractor. The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Senate equipment. This equipment control system shall be in writing or maintained in electronic format unless the Contracting Officer determines that maintaining such a formal system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the Contracting Officer.

H.13.2.2 The Contractor shall maintain and make available the records for all Senate Equipment for review by the Senate during the term of this Contract. The Contractor shall furnish all necessary data to substantiate any request for relief from this responsibility.

H.13.2.3 The Contractor shall be responsible for the control of Senate Equipment upon:

- a) Delivery of Senate Equipment into its custody or control;
- b) Delivery when equipment is purchased by the Contractor as CFE and a task order calls for reimbursement by the Senate. (This requirement does not alter or modify contractual requirements relating to passage of title);
- c) Approval of Contractor's claim for reimbursement by the Senate;
- d) Equipment withdrawn from Contractor-owned stores and charged directly to the Contract;
- e) Acceptance of title by the Senate when title is acquired pursuant to specific Contract clauses or as a result of change orders or Contract termination; or
- f) Acceptance by the Senate when a product was constructed or fabricated by the Contractor.

H.13.3 Subcontractor Responsibility.

The Contractor shall require Subcontractors to comply with the requirements of Section H, if provided Senate Equipment under the Contract. Procedures for assuring Subcontractor compliance shall be included in the Contractor's equipment control system and the Contractor shall remain responsible for any SFE provided to the Contractor or any of the Contractor's subcontractors. .

H.13.4 Responsibility for Maintaining Records.

H.13.4.1 The Contractor shall maintain records for Senate Equipment which shall include but are not be limited to:

- a) Maintaining supporting documents in accordance with H.13.4.5;
- b) preserving a proper audit trail on all Senate Equipment in its possession; and
- c) ensuring that the status of the Senate Equipment in its possession is correctly specified.

H.13.4.2 Equipment records must identify all Senate Equipment and provide a complete, current, auditable record of all transactions involving Senate Equipment. The records shall be safeguarded from tampering or destruction. Records shall be accessible to the Contracting Officer.

H.13.4.3 The Contractor's equipment control system shall contain a system or technique to locate any item of Senate Equipment within a reasonable period of time.

H.13.4.4 The Contractor shall be required to place Senate Equipment tags which will be furnished by the Senate on all accountable CFE as soon as the Equipment is accepted on behalf of the Senate.

H.13.4.5 The Contractor's equipment control records shall provide the following basic information for every item of Senate Equipment in the Contractor's possession, regardless of value:

- a) The name, description, and National Stock Number if furnished by the Senate or available in the equipment control system;
- b) the quantity received or fabricated, issued, and on hand;
- c) the unit price and the unit of measure to include all costs required to place the item into service
- d) the contract number or equivalent code designation;
- e) the location;
- f) the disposition;
- g) the posting reference and date of transaction;
- h) the acquisition date; and
- i) the barcode tag number.

H.14 Intellectual Property Rights

The Senate shall have unlimited, royalty free, rights in all data and products produced in the performance of this Contract, and in all products and data delivered under this Contract or any applicable task order (except for restricted computer software) including software, technical data, manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use. "Software," as used in this provision, means computer programs, computer data bases, and documentation thereof. The term also includes data identifying its source, functional characteristics and performance characteristics, and specifically includes the source code,

algorithm, processes, formulae, and flow charts of the software. The Contractor agrees that all intellectual and data rights in the software shall become the exclusive property of the U.S. Senate. The Contractor agrees to transfer all rights, title and interest in the software to the U.S. Senate. With respect to manuals concerning pre-existing Contractor products, the U.S. Senate shall have an unlimited license to use copies of these manuals.

If the Contractor creates for the Senate any software (Developed Software) as specified in the Contract or any task order issued hereunder, all the Contractor's services shall be considered work for hire and the Senate shall have all rights of ownership in the Developed Software. The U.S. Senate shall have a non-exclusive right to use any software received from the Contractor to the extent embedded in the Developed Software. The Contractor shall have no rights in Developed Software except as mutually agreed to in advance in writing by the parties.

The Contractor grants to the Senate a non-exclusive, perpetual, non-transferable royalty free license to use the ideas, know-how, or techniques, which may be used or provided by the Contractor as a result of performing the Statement of Work on any task order issued hereunder, including any enhancements made to the Contractor's software source code or to the documentation. Intellectual property rights shall convey to the U.S. Senate upon full payment for all products and data delivered under this Contract.

H.15 Restricted Rights Software

Contractor's commercial software and commercial computer software documentation are provided to the U.S. Senate in accordance with the terms of the Contractor's written software license that is provided with the Contractor's or third-party equipment purchased by Contractor for the Senate under this Contract. The Contractor represents and warrants that commercial software or computer documentation was developed at private expense and contain confidential information or trade secrets of the Contractor or its suppliers and licensors.

H.16 Liability

H.16.1 Workers' compensation and employer's liability

The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

H.16.2 General Liability

- a) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- b) Property damage liability insurance shall be required only in special circumstances as determined by the Senate's Contracting Officer.
- c) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per

occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.17 Limitations of Funds

H.17 The SAA may allot funds incrementally to the contract up to the full Contract or task order value. The Contractor shall notify the Contracting Officer or his or her designee in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total funding amount so far allotted to the contract by the SAA.

H.18 Senate Data Protection

- a) Definitions.
 - 1) "Agent of the Office of the SAA" includes a provider of electronic communication service or remote computing service commissioned or used through the Office of the SAA by a Senate office to provide such services to the Senate office, including but not limited to the Contractor, its officers, employees, suppliers, team members, agents, business affiliates, and subcontractors under this Contract or any task order;
 - 2) "Electronic Communication" means any transfer of signs, signals, writing, images, sounds, data, or information of any nature transmitted in whole or in part by wire, radio, electromagnetic, photoelectronic, or photo optical system;
 - 3) "Electronic Communication Service" means any service which provides to users thereof the ability to send or receive wire, wireless, or electronic communications;
 - 4) "Electronic Communications System" means any wire, radio, electromagnetic, photo optical or photoelectronic facilities for the transmission of wire, wireless, or electronic communications, and any computer facilities or related electronic equipment for the electronic storage of such communications;
 - 5) "Office of the SAA" means the Office of the Sergeant at Arms and Doorkeeper of the Senate;
 - 6) "Provider for a Senate Office" means a provider of electronic communication service or remote computing service directly commissioned or used by a Senate office to provide such services including but not limited to the Contractor, its officers, employees, suppliers, team members, agents, business affiliates, and subcontractors under this Contract or any task order;
 - 7) "Remote computing service" means the provision to the public of computer storage or processing services by means of an electronic communication system;
 - 8) "Senate Data", with respect to Senate Office, means any electronic mail or other electronic or data communication, other data (including metadata), or other information of the Senate Office; and

- 9) "Senate Office" means a committee or office of the Senate, including a Senator, an officer of the Senate, or an employee of, intern at, or other agent of a committee or office of the Senate.
- b) Senate or SAA Data Possession. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees that they shall not be treated as acquiring possession, custody, or control of any data, metadata, electronic communication, emails (regardless of age), or other information by reason of such communication being transmitted, processed, or stored (whether temporarily or otherwise), through use of any data center, platform, electronic systems or software, which is owned, operated, used, or maintained in order to provide services to any Senate Office as a result of this Contract or any Task Order.
- c) Notification. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees to notify a Senate Office of any legal or investigative process seeking disclosure of Senate Data of the Senate Office that is transmitted, processed, or stored (whether temporarily or otherwise) through the use of an electronic system established, maintained, or operated, or the use of electronic services provided, in whole or in part by the Agent of the Office of the SAA or Provider for a Senate Office.
- 1) As provided by 2 U.S.C. § 6628, notwithstanding any other provision of law or rule of civil or criminal procedure, any Agent of the Office of the SAA or Provider for a Senate Office that is providing services to a Senate Office shall not be barred, through operation of any court order or any statutory provision, from notifying a Senate Office of such legal or investigative process.
- d) Protection of Senate Information. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees that Senate Data provided to or uploaded to an Agent of the Office of the SAA or Provider for a Senate Office may include legislative information; documents; correspondence; or other data including metadata, protected in its entirety, from compelled disclosure by the U.S. Constitution, federal law, and/or case law. In the event that an Agent of the Office of the SAA or Provider for a Senate Office receives any legal or investigative process seeking disclosure of Senate Data, the Agent of the Office of the SAA or Provider for a Senate Office agrees that it:
- 1) will not disclose Senate Data outside of the Contractor except as directed or approved by the applicable Senate Office in regard to Senate Data that applies to that applicable Senate Office;
- 2) will advise the individual or entity seeking disclosure of the Senate Data of the provisions in 2 U.S.C. § 6628; and
- 3) will notify the applicable Senate Office immediately of the legal or investigative process seeking disclosure and provide a full copy of the request for Senate Data to the applicable Senate office.
- e) Notice. With respect to notification requirements in this Section, the Contractor may contact the Contracting Officer as to how to effectuate notice or obtain authorization from the applicable Senate Office.
- f) Relevant Statutory Authorities. This provision references 2 U.S.C. § 6628, as amended (see, Pub. L. 116-260, div. FF, title IV, § 401 (2020)); 18 U.S.C. § 2711; 18 U.S.C. § 2510.

H.19 Data Return

The Contractor agrees to return all SAA or Senate Data, as referenced in H.19, or information in its possession to the SAA or the applicable Senate office, respectively, within thirty (30) days, upon

termination, cancellation, expiration, other conclusion of this Order, or if requested by the SAA or Senate Office. If return is not feasible, the Contractor agrees to destroy and not retain any copies of the data and furnish the SAA or the applicable Senate office, respectively, with an appropriate Certificate of Destruction of any and all SAA or Senate information that is in the Contractor's possession. The Contractor shall not permit or allow any third parties to access, acquire, or possess SAA or Senate information. The Contractor shall use NIST 800-88 Media Sanitization Guidelines or equivalent data destruction procedures for guidance.

The Senate is not subject to a number of privacy and data protection statutes, regulations, and policies, and the Contractor shall consult the SAA should a question arise regarding the applicability of any such statute or regulation.

H.20 Incident Notification

If the Contractor, or its subcontractors or third party partners, learns of any incident—defined as a security event that may compromise the integrity, confidentiality, or availability of any Senate Data in performance of this Order, the Contractor will, within 24 hours of an incident, report any incident to the SAA Security Operations Center (SOC) at (202) 228-7620 or csoc@saa.senate.gov. This notification requirement applies, whether the incident is identified by the Contractor or brought to the Contractor's attention by a third party.

The Contractor will report incidents only to the SAA SOC and not to any other government entity.

H.21 Change in Control

The Contractor will notify the Contracting Officer thirty (30) days before it merges with or is acquired by another entity, or declares bankruptcy, insolvency, or any other change of ownership proceedings. The SAA reserves the right to cancel the Contract or any Task Order upon notice of change of ownership. The SAA may require the Contractor to delete, destroy, or return any Senate Data, as referenced in H.19, in its possession, and sanitize any devices that previously stored SAA or Senate Data.

SECTION I - CONTRACT CLAUSES

I.1 Changes

I.1.1 The Contracting Officer may at any time, by written order, make changes, within the general scope of this Contract, in the manner and method of delivery of services, provided however the changes are within the Contractor's capability and in accordance with U.S. Senate Procurement Regulations. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under Contract, an equitable adjustment shall be made in the Contract or task order price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he or she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property.

I.1.2 Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the Contract until changed.

I.2 Assignment of Claim

I.2.1 Any assignment made regarding this Contract shall be made pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 6305).

I.2.2 In no event shall copies of this Contract or any plans, specifications, or other similar documents relating to work under this Contract, if marked Top Secret; Secret; Law Enforcement Sensitive; FOUO; Confidential; or any similar marking, be furnished to any assignee of any claim arising under this Contract or to any person not entitled to receive the same. However, a copy of any part of this Contract so marked may be furnished, or any information contained herein may be disclosed to such assignees upon the prior written authorization of the Contracting Officer.

I.3 Disputes

Except as otherwise provided in this Contract, all disputes arising under this Contract, which are not disposed of by agreement, shall be decided by the Sergeant at Arms, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the Sergeant at Arms will be final and conclusive unless, within thirty (30) working days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer, a written appeal addressed to the Chairman of the Senate Committee on Rules and Administration. The notice of appeal, which must be signed by the Contractor or by an attorney acting on the contractor's behalf, and which may be in letter form, shall indicate that an appeal is intended and shall refer to the Sergeant at Arms Decision and identify the Contract by number. The notice of appeal should include a statement of the reasons why the determination decision is considered to be erroneous.

The Chairman of the Committee on Rules and Administration for the U.S. Senate, acting on behalf of the Committee, may ask the Comptroller General for a recommendation on the appeal. The decision of the Chairman or his duly authorized representative for the determination of such appeals shall be final and conclusive. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's directions.

I.4 Reserved

I.5 Benefits to Members of Congress

No member of, or delegate to Congress shall be admitted to any share or part of the proceeds of this Contract, or to any direct benefit that may arise thereupon. If this Contract is entered into with a corporation for its general benefit, then members of, or delegates to Congress, as shareholders, may benefit from any indirect benefit that accrues from this Contract in the manner that any shareholder would benefit.

I.6 Conflict of Interest

The Contractor certifies and warrants that the Contractor has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this

Contract. If an allegation of a conflict of interest is brought to the attention of the U.S. Senate, the Contractor agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the U.S. Senate any other contract(s) to which the Contractor is party, public or private, or which the Contractor undertakes during the period of this Contract (including contracts entered into during the period of this Contract which includes duties to be fulfilled after the termination of the Contract).

I.7 Gratuities

I.7.1 The Senate may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract if it is found after notice and hearing, by the Chairman, U.S. Senate Committee on Rules and Administration or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agency or representative of the Contractor, to any employee of the Senate with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or the making of any determination with respect to the performance of such contract; provided, that the existence of the facts upon which the Chairman or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

I.7.2 In the event this Contract is terminated as provided in paragraph I.7.1 hereof, the SAA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Chairman or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in providing any such gratuities, to any other rights and remedies provided by law or under this Contract.

I.7.3 The rights and remedies of the Senate and SAA provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law applicable to this contract.

I.8 Advertising

The Contractor agrees not to refer to its work with the Senate in commercial advertising, promotional materials, or press releases in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Senate or is considered by the Senate to be superior to other goods or services. Without limiting the scope of any provision of the Order, the Contractor specifically agrees that it will not use for promotional purposes any information related to the Order and will not disclose any such information to any entity outside the Senate except by express written permission of the Contracting Officer.

The Contractor agrees to submit any proposed commercial advertising, promotional materials, or press releases referring to its work with this purchase order to the Contracting Officer for written approval. The Contractor shall not conduct or contribute to any news releases or press conferences pertaining to this purchase order or mention of the Senate as a customer without prior written approval of the Contracting Officer. This clause applies to all media, including corporate and social media web sites. The Contractor shall not use the Seal of the Senate under any circumstances in any of its materials.

I.9 Standards of Conduct and Restrictions

I.9.1 Contractor employees shall not solicit new business while performing task assignments at the U.S. Senate location related to performance under this Contract.

I.9.2 The Contractor and its employees shall refrain from discussing with unauthorized persons any information obtained in the performance of any task assignment under this Contract.

I.9.3 The Contractor and its employees shall conduct only such business as covered by this Contract during periods paid by the SAA. Business not directly related to this Contract shall not be conducted on U.S. Senate premises.

I.9.4 Use of the U.S. Senate's computer system(s) and/or equipment for company or personal use (other than that directly connected with this Contract) is strictly prohibited.

I.9.5 Contractor personnel are expected to adhere to the same professional ethical standards to which U.S. Senate personnel in a comparable position would be expected to adhere.

I.10 Examination of Records

I.10.1 The Contractor agrees that the Chairman of Senate Committee on Rules and Administration or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

I.10.2 The periods of access and examination described in paragraph I.10.1 above, for records which relate to (a) appeals under the Disputes clause of this Contract, (b) litigation or the settlement of claims arising out of the performance of this Contract, or (c) costs and expenses of this Contract as to which exception has been taken by the Chairman or any of his duly authorized representatives shall continue until such appeals, litigation, claims, or exceptions have been finally resolved.

I.11 Taxes

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, state, and local taxes and duties payable by Contractor. The U.S. Senate including the SAA is tax exempt as a federal instrumentality.

I.12 Privacy and Confidentiality

During the course of performance of this Contract, the Contractor may have access to information and communications considered sensitive by the SAA. Sensitive information may be contained in printed material or on electronic media. The Contractor will preserve the confidentiality of all such information and communications and agrees not to disclose any such information or communications for any purposes whatsoever without the prior approval of the Contracting Officer. Failure to comply with the provisions of this Paragraph may be grounds for Termination for Default.

I.13 Limited Distribution or Use of Proprietary Information

I.13.1 During the course of the performance of this Contract, the Contractor may have access to and use of data and information which may be considered proprietary by other vendors, or which may otherwise

be of such a nature that its dissemination or use, other than in performance of this Contract, would be adverse to the interest of the Senate or SAA and these other vendors.

I.13.2 Except as may be otherwise agreed to with these other vendors, the Contractor agrees that it will not use, disclose or reproduce proprietary data and information belonging to these other vendors other than as required in the performance of this Contract; provided, however, that nothing herein shall be construed as: (1) precluding the use of any such data or information independently acquired by the Contractor without such limitation; or (2) prohibiting an agreement at no cost to the Senate or SAA between the Contractor and these vendors which provides for greater rights to the Contractor.

I.14 Termination for Convenience of the Senate

The SAA Contracting Officer, by written notice, may terminate this Contract, in whole or in, part, when it is in the best interest of the U.S. Senate in a manner consistent with the U.S. Senate Procurement Regulations. In the event the SAA terminates this Contract for convenience, the SAA shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

I.15 Default

I.15.1 The SAA may, subject to the provisions of paragraph I.15.3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

I.15.1.1 If Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or

I.15.1.2 If Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days (or such longer period as the Contracting Officer may authorize in writing) after receipt of written notice from the Contracting Officer specifying such failure.

I.15.2 If this Contract is terminated as provided in paragraph I.15.1 of this clause, the SAA, in addition to any other rights provided in this clause may withhold from amounts otherwise due Contractor for such completed supplies, manufacturing materials, or services performed such sum as the Contracting Officer determines to be necessary to protect the U.S. Senate and the SAA against loss because of outstanding liens or claims of former lien holders.

I.15.3 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if a notice of termination for convenience had been issued.

I.16 Availability of Funds for Next Fiscal Year

The SAA's obligation for performance of any work that may be ordered under this Contract, is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the U.S. Senate or the SAA for any payment may arise for performance under this Contract until funds are made available to the Contracting Officer for performance.

I.17 Subcontractors

The Contractor shall not use a subcontractor not proposed or approved at the time of contract award without the written approval from the Contracting Officer. The Contractor shall provide the SAA five past performance references of work performed within the past three years by the subcontractor, provide the negotiated rates with the subcontractor, and provide a copy of the Agreement and/or the Letter of Intent to the Contracting Officer when requesting approval for the use of a subcontractor. Contractor shall not authorize subcontractor to commence work without written approval of the Contracting Officer. The Contractor shall incorporate, and require its Subcontractors at all tiers to incorporate, all applicable clauses provided herein in subcontractor(s) agreement(s).

I.18 Entire Contract

This Contract, and any written modifications issued and executed, is the sole agreement between the Senate and Contractor relating to the subject matter hereof, and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. The Agreement and any future written modifications will only be considered executed when signed by authorized representatives of both parties.

SECTION J - CONTRACT ATTACHMENTS

J-1 Pricing Table - Base + Option Years

J-2 U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity

SECTION K - REPRESENTATION AND CERTIFICATIONS

The information and certifications contained in this section concern a matter within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certifications may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

K.1 Name and Title of Representative of Contractor Authorized to Sign Contract

Name:	
Title:	
Authorized Signature:	
E-Mail Address:	
Date:	

K.2 Contact Persons

The Contractor shall provide the names, addresses, and telephone numbers of the individuals who may be contacted by the SAA to address any questions or concerns associated with this Contract.

Contact Name	Address	E-Mail	Telephone Number

K.3 System for Award Management (SAM)

The Contractor represents and warrants that it is not currently suspended, debarred or proposed for debarment by any Federal, state or local governmental entity, or otherwise listed as an excluded party in SAM (www.sam.gov/portal/public/SAM/). Check whichever applies:

- Currently registered in SAM.
- Not currently registered in SAM, but in the process of completing registration.

Name and Title of Certifying Officer

Date

Signature

K.4 Equal Employment Compliance Certification

The Contractor certifies that, to the best of its knowledge and belief, except as noted below, up to the date of the offer, no written notice such as a show cause letter, a letter indicating probable cause, or any other formal written notification citing specific deficiencies, has been received by the Contractor from any Federal Government agency or representative thereof that the Contractor or any of the divisions or affiliates or known first tier Subcontractors is in violation of any of the provisions of Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program.

It is further agreed that should there be any change in the status of circumstances between this date and the date of expiration of this offer or any extension thereof, the Contracting Officer and COR will be notified promptly.

Notes: (Insert "None" if applicable):

Name and Title of Certifying Officer

Date

Signature

K.5 Certification of Non-Segregated Facilities

(a) The Contractor certifies to the best of its knowledge and belief that:

- i. The Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments;
- ii. the Contractor does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained;

- iii. The Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments; and
- iv. The Contractor will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

(b) As used in this provision, the term Segregated facilities means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise.

(c) The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause of this Contract.

(d) The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific periods) it will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

(e) A Certification of Non-Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually or annually).

Name and Title of Certifying Officer

Date

Signature

K.6 Debarment and Suspension Certifications

(a) The Contractor certifies to the best of its knowledge and belief that:

- i. The Contractor and/or any of its principals are ___ are not ___ [INDICATE ONE] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or instrumentality of the Senate;
- ii. The Contractor and/or any of its principals have ___ have not ___ [INDICATE ONE], within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of

Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. The Contractor and/or any of its principals are ____ are not ____ [INDICATE ONE], currently indicted for or otherwise criminally or civilly charged by any federal, state or municipal agency with commission of any of the offenses enumerated in paragraph (a) (ii) of this provision.
- iv. the Contractor and/or any of its principals has ____ has not ____ [INDICATE ONE] within a three (3) year period preceding this offer had one or more contracts terminated by default by any federal, state or municipal agency.

(b) For purposes of this provision, principals is defined as officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.

(c) The Contractor shall provide immediate written notification to the Contracting Officer and COR if, at any time prior to the Contract award, the Offeror learns that its certification was erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) above exists will not necessarily result in withholding of award under this solicitation. The certification will be used in connection with a determination of the Offeror's responsibility.

Name and Title of Certifying Officer

Date

Signature

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 General Guidelines for Submitting Proposals

The instructions below provide guidance for the preparation and submission of proposals. The purpose of these instructions is to establish requirements for the format and content of proposals to ensure that proposals are complete, contain all essential information, and can be evaluated equitably.

In addition to the requirements stated below, Offerors shall submit a comprehensive proposal in response to the evaluation factors specified in Section M, Evaluation Factors for Award. In order to receive full consideration in the source selection process, Offeror's proposal, at a minimum must address all of the requirements, tasks, and deliverables listed in Sections B and C, and shall be submitted in the format as outlined below.

L.2 Technical and Administration Questions

Technical and Administrative questions shall be submitted by Offerors only via email to acquisitions@saa.senate.gov to the attention of Nicole Barnes no later than 12:00 Noon on March 15, 2023. Proposals due to the SAA no later than March 23, 2023. Questions via telephone, fax, or any means other than email shall not be accepted. Responses to all Offerors' written questions shall be distributed to each Offeror via email.

L.3 Date and Time of Closing

The Technical, Price, and Administrative Proposals must be received at the Office of the Sergeant at Arms via email to acquisitions@saa.senate.gov to the attention of Nicole Barnes no later than 12:00 Noon on March 23, 2023. No United States Postal Service, courier deliveries, or any other delivery services or methods of delivery shall be used for this solicitation.

All transmissions are limited to no more than six (6) MB of data. If multiple submissions are required to meet the size limitations, the Offeror shall number each transmission in the subject line. The final transmission shall not only include the number but also indicate it is the final proposal transmission.

L.4 Minimum Acceptance Period

Offerors allowing less than 90 calendar days for acceptance of a proposal by the SAA will be rejected as unacceptable.

L.5 Special Notice to Offerors

L.5.1 Offerors are presumed to submit a proposal that represents their best efforts to respond to the solicitation requirements. Any inconsistencies between the Technical, Price, and Administrative Proposals must be explained. A significant inconsistency, if unexplained, raises a fundamental question of the Offeror's understanding of the work required and ability to perform the contract. This may be grounds for either rejection of the proposal or a basis for a determination of non-compliance. With respect to cost estimates, the burden of proving cost credibility rests with the Offeror.

L.5.2 Offeror is responsible for ensuring the completeness of its proposal. The SAA will conduct the evaluation of proposals on the basis of the information contained in Section M, Evaluation Factors for Award. The SAA will not assume that an Offeror possesses any capabilities not specified in the proposal. Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

L.5.3 Upon receipt, all proposals become SAA property.

L.6 Proposal Preparation

The written proposal shall consist of two (2) separate volumes: Volume I is Technical and Volume II is Price and Administrative.

- a. Cost information shall appear only in the Price and Administrative Volume.
- b. Each page shall be numbered.
- c. The page limits for the two (2) volumes are depicted in the table below.

Volume	Title	Page Limit
I	Technical Proposal	15*
II	Price & Administrative Proposal	None

*Total shall not exceed fifteen (15) page maximum for the Technical Proposal – resumes, references, past performance, and/or attachments are not included in the page limit.

L.7 PROPOSAL VOLUMES AND PREPARATION INSTRUCTIONS

L.7.1 VOLUME I - Technical Proposal Instructions

Volume I shall be prepared and submitted as specified in the following paragraphs. In Volume I, the Offeror shall demonstrate the ability to meet the specifications and requirements described in Section C. The information contained in this section will be used as a basis for the evaluation of the factors listed in Section M. Additionally, the Technical Proposal shall describe the Offeror's overall qualifications to provide the range and magnitude of services required, including past performance in undertaking such projects. Volume I is limited to fifteen (15) pages, excluding the resumes. Each page shall be numbered.

L.7.1 Technical Approach: The Technical volume shall contain the following sections:

- Section 1 Technical Overview
- Section 2 Responses to Requirements, Tasks, and Deliverables
- Section 3 Qualifications of Proposed Staff
- Section 4 Past Experience
- Section 5 Past Performance

L.7.1.1 Section 1 - Technical Overview

The Offeror shall provide an overview of its company. The overview shall include company history, products and services. This information shall include, at minimum, company name; primary company contact; phone number; and address. The Offeror shall also provide similar information for any teaming partners, or Subcontractors providing support services to fulfill the Contract's requirements.

L.7.1.2 Section 2 - Responses to Requirements, Tasks, and Deliverables

The proposal response shall demonstrate a detailed understanding of the requirements and describe the approaches and methods that shall be employed in fulfilling the Contract requirements. The Offeror shall describe in specific detail how it will satisfy each requirement in Section C. The Offeror shall present its understanding of the requirements presented in Section C of the Solicitation.

The Offeror shall document any requirements in Section C that the Offeror will be unable to satisfy and explain issues that would keep the Offeror from meeting the requirements. The Offeror shall document any requirements in Section C that the Offeror will be able to exceed and explain the capabilities that allow the Offeror to exceed the requirements.

L.7.1.3 Section 3 - Qualifications and Resumes of Staff

A well-qualified staff is critical to the success of the Contract. In this section, the Offeror is required to document the qualifications of the representative staff. The Offeror shall provide a list of job categories, descriptions, and minimum qualifications for all representative staff.

The Offeror shall submit resumes, limited to one (1) page, representative of the personnel to be assigned to perform the work required under this Solicitation. Include all relevant experience. Each resume shall be followed by a description of the individual's relevant experience. Resumes of any Subcontractors proposed by the Offeror shall be so identified and shall also be limited to one (1) page.

L.7.1.4 Section 4 – Past Experience

The Offeror shall provide a description of past experience performing work similar to the type or scope of this Solicitation. The description shall include past experience in performing contracts or subcontracts currently ongoing or completed within the last two (2) years for similar products or services.

L.7.1.5 Section 5 – Past Performance

Offerors (including any proposed Subcontractors) shall comply with the instructions as follows:

This Section shall present a list of the Offeror's similar experience as a Prime Contractor for five (5) contracts performed in the past three (3) years. Contracts (Federal, state, local government) of similar work and complexity related to effort described in Section C. Subcontractors shall submit a list of the two (2) most relevant contracts or subcontracts, ongoing or completed within the past three (3) years, for services and support of similar size and scope to the requirements in this Solicitation.

- a) Offerors shall include the following information for each contract and subcontract:

- 1) Name of contracting activity
- 2) Contract number
- 3) Contract type
- 4) Project Name
- 5) Brief description of the Contract work performed
- 6) Contracting officer and telephone
- 7) Program manager and telephone
- 8) Administrative contracting officer, if different from # 6, and telephone

b) Past Performance Questionnaire

The listed references for the Offeror and each named Subcontractor shall complete and submit the attached Past Performance Questionnaire, Appendix A-1, as follows:

- 1) The SAA requests Offerors send Past Performance Questionnaires to the selected reference point of contact. Offerors will request that the Technical Representative complete and submit the Past Performance Questionnaire directly to the United States Senate, Attention Nicole Barnes at acquisitions@saa.senate.gov by 12:00 Noon on March 23, 2023. Instructions for submission of the completed questionnaires are provided on the questionnaire.

L.7.2 VOLUME II - Price and Administrative Proposal

No page limitation is set for Volume II. Offerors are encouraged to submit only the minimum required information.

L.7.2.1 Price Section Instructions

The Offeror shall submit a price proposal in accordance with the table provided in Attachment J-1. The Price Proposal should breakout pricing as identified in Attachment J-1 Pricing Table and provide the hourly rates for all labor categories inclusive of approved fully burdened direct labor rates, local travel, per diem and other direct costs.

Offerors shall include their cancellation policy as well as the fee(s), if any, associated with cancellation of services ahead of a scheduled event.

The SAA will review the price proposal for reasonableness, completeness, and accuracy. A determination will be made as to whether the Offeror has properly understood the price schedule instructions and properly completed the price schedule.

The Offeror shall clearly identify any assumptions, exceptions, or dependencies, if any, made by the Offeror regarding its pricing. These assumption, exceptions and dependencies shall be clearly identified and included in the Price Proposal. Offeror shall provide its best price at time of initial offer.

If the price proposal cannot be understood, the entire proposal may be found to be unacceptable and eliminated from further evaluation.

L.7.2.2 Administrative Section Instructions

The following, which shall form the Contract, shall be included in this section:

- a) Signed Section A, Solicitation/Contract Form. The Contractor shall complete Section A: Page 1 of the Solicitation, subsections 9 through 14. The completed page shall be submitted as a PDF file;
- b) Acknowledgment to any Solicitation amendment;
- c) Completed model contract (Solicitation Sections B-J) with costs and other Offeror information inserted in all blanks;
- d) Completed Section K, "Representations, Certifications, and Other Statements of the Offeror" for both Contractor and Subcontractor(s) or teaming partner(s);
- e) A summary which identifies and explains any exceptions to or conditions for any Solicitation provision or Contract clause. Rationale for the exception or condition shall be fully provided as well as reference to the respective provision or clause. The SAA advises Offerors that it intends to evaluate proposals and may award a Contract(s) without discussions; and,
- f) Technical and Contractual points-of-contact. Proposal shall provide their telephone numbers and E-mail addresses.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Basis for Contract Award

This is a best value, competitive source selection conducted in accordance with Senate Procurement Regulations. The SAA intends to award multiple IDIQ contracts. The Senate reserves the right not to award a contract depending the availability of funds.

M.2 Offer Acceptability

The SAA reserves the right to make an award based on the initial proposals received. The SAA reserves the right not to award a contract depending on the quality of the proposal(s) submitted.

M.3 Acceptable Proposals

The SAA reserves the right to consider as acceptable only those proposals that are submitted in accordance with requirements set forth or referenced in this solicitation. Offerors shall demonstrate an understanding of requirements and a capability to provide the requested support services. The SAA reserves the right to reject proposals that do not address solicitation requirements, including contract terms and conditions.

Technical capabilities will be evaluated on the basis of information furnished by the Offeror. Offerors are advised that proposals that do not meet solicitation requirements may be eliminated from further consideration. Offerors are further advised that cursory responses, which merely reiterate or reformulate the specifications, requirements, tasks and deliverables set forth in Section C of this solicitation may be found unacceptable and thus also eliminated from further consideration.

M.4 Evaluation Procedures

An evaluation panel (Panel) will evaluate each Offeror's written submission for its ability to perform the tasks and provide the deliverables specified in Section C. The Technical Proposal be evaluated against established evaluation criteria separately from the Price Proposal evaluation. The Price Proposal will be considered to determine the capability and labor rate combination that presents the best value to the SAA. The SAA may award without discussions; however, the SAA reserves the right to hold discussions if it is deemed advantageous.

M.5 Evaluation Areas/Factors

The Offeror's response will be evaluated on technical merit as well as be subjected to an overall evaluation criteria based on the total proposed submission. The technical evaluation will consist of conformance checks on all requirements and deliverables. The technical and price evaluation will also be subjected to an analysis of accurate information submitted by the Offeror.

M.5.1 Technical and Cost Evaluation Areas/Factors

Evaluation of all proposals submitted by the Offerors will be made in accordance with the four (4) factors outlined in this section. Factors 1 through 3 are referred to as the Technical Factors. Offeror's Technical Approach, Qualified Personnel, and Past Performance will be evaluated as the Technical Factors. The fourth factor is price. The four factors are as follows:

Factor 1 Technical Approach

Factor 2 Qualified Personnel

Factor 3 Past Performance

Factor 4 Price

Of the technical factors, technical approach (Factor 1) is the most important, followed in descending order of importance by qualified personnel (Factor 2), and past performance (Factor 3).

For the purposes of a best value tradeoff analysis, between the evaluation factors, the three (3) technical factors, when combined, are more important than price. The importance of price as a factor could become greater where vendors' technical approaches are evaluated as more equal.

A detailed description of each of these four (4) factors is provided in the sections below.

M.5.1.2 Technical Approach – Factor 1

Technical approach will be evaluated by an assessment of each Offeror's proposed technical capacity to meet the SAA's requirements and deliverables as demonstrated by information contained in the Technical Proposal (L.7.1.2 and L.7.1.4). The emphasis in this factor is on the ability of the Offeror to demonstrate its abilities to successfully perform the requirements of the solicitation.

The SAA will evaluate Offerors on their entire proposed technical approach for the project. The following are the key criteria that will be used to evaluate the Offeror's technical approach:

- a) Clear and concise written technical approach that meets or exceeds the Solicitation's requirements;
- b) Comprehensive methodology, technique, or plan to accomplish the project; and any proposed quality assurance procedures;
- c) Overall company and staff qualifications to provide the range and magnitude of services required for this project;
- d) Ability to meet the stated requirements or goals; and,
- e) Demonstration of the necessary understanding, expertise, personnel, and experience to successfully accomplish the proposed work.

M.5.1.3 Qualified Personnel – Factor 2

The availability and commitment of qualified personnel (L.7.1.3) is important to the SAA and will be evaluated through information contained in the Technical Proposal. Key and other personnel will be evaluated on the following:

- a) Required experience and capability to connect with iCap-enabled encoders using the iCap cloud caption delivery service;
- b) Possess equipment for connecting to iCap and StreamText, for encoding captions, and for monitoring audio via iCap;
- c) Examples of specific work done previously that demonstrates their level of expertise.

M.5.1.4 Past Performance – Factor 3

The Panel will review the Offeror's similar experience (L.7.1.5) as a Prime Contractor or Subcontractor during the past three (3) years. The past contracts (Federal, state, or local government) shall be of similar work and complexity related to the effort described in Section C.

Evaluation of past performance will be based on consideration of all relevant facts and circumstances potentially from a variety of sources, including but not limited to complete Past Performance Questionnaires.

M.5.1.5 Price – Factor 4

The SAA will review and evaluate the proposal for completeness, accuracy, and competitiveness. A determination will be made as to whether the Offeror has properly understood the proposal instructions and properly completed the price schedules. Changes to the Schedules, blanks or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Offeror's intent. The Offeror's proposal will be checked for mathematical correctness to include checking arithmetic in all computations and making sure that all prices/costs are summarized correctly.

To derive a proposed price for Price Proposal evaluation purposes, the SAA will multiply the Offeror's proposed rates by an SAA-estimated quantity for the Base period and each Option year. Please note that the SAA estimated quantities will not carry through to the Contract, but will solely be used for evaluation purposes.

M.6 Overall Evaluation

The Offeror's response will be subjected to an overall evaluation based on the total submission. The evaluation will include conformance checks on all requirements, tasks, and deliverables. The Technical and Price and Administration proposals will be evaluated for completeness, accuracy, and consistency. Incompleteness, inaccuracy, or significant unexplained inconsistencies may be grounds for rejection of the proposal.

M.7 Proposals Not Selected

Non-selection of a proposal shall mean that either another proposal was deemed to be of greater value to the SAA, or that the SAA has elected not to award a contract. Offerors whose proposals are not selected for award will be notified. Unsuccessful Offerors may request a debriefing, such request to be made within five (5) business days of notification. The actual schedule of the debriefing will be determined by the SAA.

M.8 Discussions

The SAA reserves the right to require discussions with one (1) or more Offerors with the evaluation team or any other designated staff. The Offeror will receive a minimum of three (3) business days' notice for

the discussions. If discussions are requested, the Offeror must involve its proposed key personnel in said discussions.

M.9 Final Proposal Revisions

The SAA Contracting Officer may, based on the evaluation process described above, decide that award on the basis of initial proposals is not in the best interests of the SAA. In such an instance, the Contracting Officer may establish a competitive range of those Offerors having a reasonable chance for award, may conduct discussions with, and only with, each of the Offerors included in the competitive range, and may request that each of the Offerors so included submit Final Proposal Revisions.