

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/ LOCAL TIME							
9. ISSUED BY CODE				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <div style="display: flex; justify-content: space-between;"> <div> NAICS:  SIZE STANDARD: </div> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> EMERGING SMALL BUSINESS  <input type="checkbox"/> 8 (A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND  DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

## **PART I - THE SCHEDULE**

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

## **NOTICE TO OFFEROR**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested.

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The Contractor must be capable of providing broadcast quality multimedia that include live real-time captioning, post-production captioning, transcription, translation, and audio description services. Services shall be provided both onsite (Bethesda main campus and surrounding area) and remotely on a variety of commercial webinar platforms, including Zoom and WebEx, Adobe Connect, Microsoft Teams, and others. The Contractor must be able to provide rapid response transition to 100% a virtual environment and captioners must have top secret facility clearance.

This requirement is being procured as an Indefinite Delivery Indefinite Quantity type contract under FAR Part 12 (Commercial Items), FAR Part 15 (Contracting by Negotiations), and FAR Part 37.6 (Performance Based Acquisition).

### **ARTICLE B.2. OPTION PRICES**

- a. Unless the Government exercises its option pursuant to the option clause referenced in ARTICLE H. SPECIAL CONTRACT REQUIREMENTS, this contract consists only of the Base Period specified in the Performance Work Statement as defined in SECTIONS C and F, for the price set forth in ARTICLE B.3 PRICING SCHEDULE, Base Year of this contract.
- b. Pursuant to FAR Clause 52.217-9 set forth in ARTICLE H. SPECIAL CONTRACT REQUIREMENTS of this contract, the Government may, by unilateral contract modification, require the Contractor to perform the Option Period(s) specified in the Performance Work Statement as defined in SECTIONS C and F of this contract. If the Government exercises these option(s), notice must be given before the expiration date of the contract. Specific information regarding the time frame for this notice is set forth in the OPTION PROVISION Article in SECTION H of this contract. The price of this contract will be increased as set forth in Option Years 1 through 2 in ARTICLE B.3. PRICING SCHEDULE.

## ARTICLE B.3. PRICING SCHEDULE

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

The Contractor shall furnish captioning/transcription services for the NIH for a twelve (12) month base period with two (2) twelve-month option periods.

The Contract Line Items (CLINs) are mostly fixed hourly/minutes rates. It is anticipated this solicitation will be awarded as a Performance Based contract.

a. The total estimated amount of this contract is To be determined at time of award.

b. Incentive Payments:

1. The Contractor's performance hereunder will be observed and evaluated continuously by the Government. At the end of each evaluation period (performed quarterly) the Contracting Officer will review performance based on the standards and criteria established in the Quality Assurance Surveillance Plan (QASP) listed as Attachment #2 hereto and made a part of this contract.
2. The findings of the evaluation will determine the amount of the available incentive payment earned by the Contractor for the identified evaluation period. In no event, however, will any unearned incentive payments become available in subsequent evaluation periods.
3. The Contracting Officer/Contracting Officer's Representative will notify the Contractor, in writing, of the available incentive payment actually earned for a given evaluation period. Upon receipt of this notification, the Contractor may submit an invoice for payment of the total incentive payment earned.
4. The evaluation/determination of incentive payment shall be binding on both parties and not subject to the Disputes Clause.

c. Upon delivery and acceptance of the services described in the Performance Work Statement of this contract and identified in the schedule of charges below, the Government shall pay to the contractor the unit price(s) set forth below:

**Base Year: April 1, 2023 through March 31, 2024**

Line Item No.	Description	QTY	Unit	Unit Price	Estimated Total
1	Remote Real-time Captioning	2,900	Hour		
2	Remote Real-time Captioning (Spanish)	100	Hour		
3	Remote On-Site Captioning (Includes Setup Fee)	10	Hour		
4	Post-Production (Caption files)	50	File		
5	Post-Production (Video files)	250	File		
6	Post-Production Captioning with transcription - Standard 5-7 day turnaround	1,500	Minute		
7	Post-Production Captioning with transcription - Expedited 3-day turnaround	150	Minute		
8	Post-Production Captioning with transcription - Expedited Next-day turnaround	100	Minute		
9	Post-Production Captioning with transcription - Expedited Same-day turnaround	100	Minute		

Line Item No.	Description	QTY	Unit	Unit Price	Estimated Total
10	Verbatim Transcription: Standard 5-7-day turnaround	500	Hour		
11	Verbatim Transcription: Rush 3-day turnaround	10	Hour		
12	Verbatim Transcription: Rush next day turnaround	10	Hour		
13	Verbatim Transcription: Rush same-day turnaround	10	Hour		
14	Transcription Onsite	10	Hour		
15	Timecoded Transcription	10	File		
16	Captioning & Transcription from English to Spanish, French and Chinese	n/a	n/a	Not to Exceed	\$1,250
17	Audio Description (for the blind)	n/a	n/a	Not to Exceed	\$6,000
18	NTE Quarterly Performance Incentive	4	Quarter	\$4,000	\$16,000
				Base Year Total	

**Option Year 1: April 1, 2024 through March 31, 2025**

Line Item No.	Description	QTY	Unit	Unit Price	Estimated Total
1	Remote Real-time Captioning	3,000	Hour		
2	Remote Real-time Captioning (Spanish)	100	Hour		
3	Remote On-Site Captioning (Includes Setup Fee)	10	Hour		
4	Post-Production (Caption files)	50	File		
5	Post-Production (Video files)	250	File		
6	Post-Production Captioning with transcription - Standard 5-7 day turnaround	1,750	Minute		
7	Post-Production Captioning with transcription - Expedited 3-day turnaround	150	Minute		
8	Post-Production Captioning with transcription - Expedited Next-day turnaround	100	Minute		
9	Post-Production Captioning with transcription - Expedited Same-day turnaround	100	Minute		
10	Verbatim Transcription: Standard 5-7-day turnaround	500	Hour		
11	Verbatim Transcription: Rush 3-day turnaround	10	Hour		
12	Verbatim Transcription: Rush next day turnaround	10	Hour		
13	Verbatim Transcription: Rush same-day turnaround	10	Hour		
14	Transcription Onsite	10	Hour		
15	Timecoded Transcription	10	File		

Line Item No.	Description	QTY	Unit	Unit Price	Estimated Total
16	Captioning & Transcription from English to Spanish, French and Chinese	n/a	n/a	<b>Not to Exceed</b>	<b>\$1,250</b>
17	Audio Description (for the blind)	n/a	n/a	<b>Not to Exceed</b>	<b>\$6,000</b>
18	NTE Quarterly Performance Incentive	4	Quarter	\$4,000	<b>\$16,000</b>
				<b>Option Year 1 Total</b>	

**Option Year 2: April 1, 2025 through March 31, 2026**

Line Item No.	Description	QTY	Unit	Unit Price	Estimated Total
1	Remote Real-time Captioning	<b>3,100</b>	Hour		
2	Remote Real-time Captioning (Spanish)	<b>100</b>	Hour		
3	Remote On-Site Captioning (Includes Setup Fee)	<b>10</b>	Hour		
4	Post-Production (Caption files)	<b>50</b>	File		
5	Post-Production (Video files)	<b>250</b>	File		
6	Post-Production Captioning with transcription - Standard 5-7 day turnaround	<b>2,000</b>	Minute		
7	Post-Production Captioning with transcription - Expedited 3-day turnaround	<b>150</b>	Minute		
8	Post-Production Captioning with transcription - Expedited Next-day turnaround	<b>100</b>	Minute		
9	Post-Production Captioning with transcription - Expedited Same-day turnaround	<b>100</b>	Minute		
10	Verbatim Transcription: Standard 5-7-day turnaround	<b>500</b>	Hour		
11	Verbatim Transcription: Rush 3-day turnaround	<b>10</b>	Hour		
12	Verbatim Transcription: Rush next day turnaround	<b>10</b>	Hour		
13	Verbatim Transcription: Rush same-day turnaround	<b>10</b>	Hour		
14	Transcription Onsite	<b>10</b>	Hour		
15	Timecoded Transcription	<b>10</b>	File		
16	Captioning & Transcription from English to Spanish, French and Chinese	n/a	n/a	<b>Not to Exceed</b>	<b>\$1,250</b>
17	Audio Description (for the blind)	n/a	n/a	<b>Not to Exceed</b>	<b>\$6,000</b>
18	NTE Quarterly Performance Incentive	4	Quarter	<b>\$4,000</b>	<b>\$16,000</b>
				<b>Option Year 2 Total</b>	

**ESTIMATED TOTAL BASE + ALL OPTION YEARS \$\_\_\_\_\_**

d. The estimated contract amount and quantity for items set forth in paragraphs a. & c. above are not a guarantee and are estimated quantities due to the number of workdays and holidays per month and unexpected government closures.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****ARTICLE C.1. PERFORMANCE WORK STATEMENT**

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Performance Work Statement, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

**SECTION D - PACKAGING, MARKING AND SHIPPING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

**SECTION E - INSPECTION AND ACCEPTANCE**

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, To be completed at time of award is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at: To be completed at time of award
- d. Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

**SECTION F - DELIVERIES OR PERFORMANCE****ARTICLE F.1. PERIOD OF PERFORMANCE**

- a. The period of performance of this contract shall be from April 1, 2023 through March 31, 2024 with options to extend for two (2) successive 12 month periods.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Period	Year
Option Year 1	April 1, 2024 – March 31, 2025
Option Year 2	April 1, 2025 – March 31, 2026

## **ARTICLE F.2. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

### **52.242-15, Stop Work Order (August 1989)**

Alternate I (April 1984) is not applicable to this contract.

### **52.242-17, Government Delay of Work (April 1984).**

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

#### **To be determined at time of award**

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Performance Work Statement and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

[The alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.]

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Performance Work Statement; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

### **ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement

and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title
	Project Manager
	Programmer
	Business Analyst

### **ARTICLE G.3. METHOD OF ORDERING AND INDEFINITE DELIVERY CONTRACT PAYMENT METHOD**

- a. Orders issued under this contract may be placed as follows:

☒ in writing

☐ via telephone

☐ via facsimile (fax)

☐ via electronic mail (e-mail)

☐ Oral [Oral Orders will be confirmed in writing within      days of

issuance. ☐ Other Specify:

- b. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

### **INDEFINITE DELIVERY CONTRACT PAYMENT METHOD**

To initiate and receive prompt payment, the Contractor shall comply with the following procedure:

- a. A Task/Delivery Order Number shall be given to you at the time the order is placed. The Contractor is cautioned not to accept an order unless one of these numbers is issued.

- b. Invoices shall be submitted monthly to the address indicated in Article G.4., Invoice Submission, of this contract. Invoices shall cite the Contract Number and the Task/Delivery Order Number for each order for which payment is being requested. See Article G.4., Invoice Submission, for more information about submission of a proper invoice.

## ARTICLE G.4. INVOICE SUBMISSION

- a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment and shall invoice **monthly (within 14 days following the end of each month)**.
1. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official, as directed below. The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer Representative:

**Approving Official:** Contracting Officer [To be specified at time of award]

Name- \_\_\_\_\_ Email Address- \_\_\_\_\_

**Contracting Officer's Representative** [To be specified at time of award]

Name- \_\_\_\_\_ Email Address- \_\_\_\_\_

For inquiries regarding the status of invoices, contact [OFM Customer Service](#) via email at [ofm\\_customer\\_service@incontactemail.com](mailto:ofm_customer_service@incontactemail.com) or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at <https://ofm.od.nih.gov/Pages/Customer-Service.aspx>.

**Note:** The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:
  - a. Name of the Office of Acquisitions. The Office of Acquisitions for this BPA is Office of Logistics and Acquisition Operations, Branch 1.
  - b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, Unique Entity Identifier (UEI), or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.
  - c. Unique Entity Identifier (UEI). The UEI is located in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number. The UEI number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid UEI number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on

the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, UEI, or VIN, contact the Contracting Officer.

- d. Invoice Matching Option. This contract requires a **three-way** match.
- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- f. Contract Title: **Captioning Services**

## **ARTICLE G.5. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

### **a. Contractor Performance Evaluations**

Interim and Final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared to coincide with the anniversary dates of the contract.

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### **b. Electronic Access to Contractor Performance Evaluations**

Contractors may access evaluations through a secure Web site for review and comment at the following address:

<http://www.cpars.gov>

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **ARTICLE H.1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

### **ARTICLE H.2. OPTION PROVISION**

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., the contract will consist only of the Base Period of the Performance Work Statement as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in SECTION I. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Performance Work Statement and also defined in

Sections C and F of the contract. If the Government exercises this option, notice must be given at least 30 days prior to the expiration date of this contract, and the price of the contract will be increased as set forth in the PRICING SCHEDULE Article in SECTION B of this contract.

### **ARTICLE H.3. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL**

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the Contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each Contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

### **ARTICLE H.4. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human  
Services Office of Inspector General  
ATTN: OIG HOTLINE OPERATIONS  
P.O. Box 23489  
Washington, D.C. 20026

### **ARTICLE H.5. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Contractor shall save and hold harmless and indemnify the Government against any and all claims, liabilities and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss of damage to any property (Government or otherwise) occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work under the terms of the contract, resulting in whole, or in part from the negligent acts or omissions of the Contractor, any subcontractor or any employee, agent, or representative of the Contractor or subcontractor.

### **ARTICLE H.6. OMB CLEARANCE**

In accordance with HHSAR 352.211-3, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

### **ARTICLE H.7. INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY**

#### **A. Baseline Security Requirements**

- a. **Applicability.** The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
  - i. **Access (Physical or Logical) to Government Information:** A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.

- ii. **Operate a Federal System Containing Information:** A Contractor (and/or any subcontractor) will operate a federal system and technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
- b. **Safeguarding Information and Information Systems.** All government information and information systems must be protected in accordance with HHS/NIH policies and level of risk. At a minimum, the Contractor (and/or any subcontractor) must:
  - i. Protect the:
    - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
    - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
    - **Availability**, which means ensuring timely and reliable access to and use of information.
  - ii. Categorize all information owned and/or collected/managed on behalf of HHS/NIH and information systems that store, process, and/or transmit HHS information in accordance with FIPS 199 and National Institute of Standards and Technology ([NIST Special Publication \(SP\) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories](#)). Based on information provided by the ISSO, CISO, OpDiv SOP, or other representative, the impact level for each Security Objective (Confidentiality, Integrity, and Availability) and the Overall Impact Level, which is the highest watermark of the three factors of the information or information system are the following:
    - **Confidentiality:**            ☒ Low    ☐ Moderate    ☐ High
    - **Integrity:**                    ☒ Low    ☐ Moderate    ☐ High
    - **Availability:**                ☒ Low    ☐ Moderate    ☐ High
    - **Overall Risk Level:**        ☒ Low    ☐ Moderate    ☐ High
  - iii. Based on the agreed-upon level of impact, implement the necessary safeguards to protect all information systems and information collected and/or managed on behalf of HHS/NIH regardless of location or purpose.
  - iv. Report any discovered or unanticipated threats or hazards by either the agency or contractor, or if existing safeguards have ceased to function immediately after discovery, **within one (1) hour or less**, to the government representative(s).
  - v. Adopt and implement all applicable policies, procedures, controls, and standards required by the HHS/NIH Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain all applicable security and privacy policies by contacting the CO/COR or HHS/NIH security and/or privacy officials.
- c. **Privacy Act.** Comply with the Privacy Act requirements (when applicable), and tailor FAR and HHSAR clauses as needed.
- d. **Privacy Compliance.** Comply with the E-Government Act of 2002, NIST SP 800-53, and applicable HHS/OpDiv privacy policies, and complete all the requirements below:
  - i. Per the Office of Management and Budget (OMB) Circular A-130, Personally Identifiable Information (PII), is "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: Social Security number, date and place of birth, mother's maiden name, biometric records, etc.

- ii. Based on information provided by the ISSO, system/ data owner, or other security or privacy representative, it has been determined that this solicitation/ contract involves:

[X] No PII [ ] PII

- iii. The Contractor must support the agency with conducting a Privacy Threshold Analysis (PTA) for the information system and/ or information handled under this contract to determine whether or not a full Privacy Impact Assessment (PIA) needs to be completed.
- If the results of the PTA show that a full PIA is needed, the Contractor must support the agency with completing a PIA for the system or information within **60 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E- Government Act of 2002*.
  - The Contractor must support the agency in reviewing the PIA at least every **three years** throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.
- e. **Controlled Unclassified Information (CUI). Executive Order 13556 defines CUI as** "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term " *handling* " refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. The requirements below apply only to nonfederal systems that process, store, or transmit CUI, or that provide security protection for such components. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, must be:
- i. Marked appropriately;
  - ii. Disclosed to authorized personnel on a Need-To-Know basis;
  - iii. Protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Information Systems and Organizations* applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* if handled by internal Contractor system; and
  - iv. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Information and/or data must be disposed of in accordance with NIST SP 800-88, *Guidelines for Media Sanitization* .
- f. **Protection of Sensitive Information.** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) must protect all government information that is or may be sensitive by securing it with a solution that is validated with current FIPS 140 validation certificate from the NIST CMVP.
- g. **Confidentiality and Nondisclosure of Information.** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS must be used only for the purpose of carrying out the provisions of this contract and must not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its employees and subcontractors must be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information must be protected in accordance with HHS and NIH policies. Unauthorized disclosure of information will be subject to the HHS/NIH sanction

policies and/or governed by the following laws and regulations:

- i. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
  - ii. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
  - iii. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- h. **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol must comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- i. **Information and Communications Technology (ICT).** ICT products and services from prohibited entities/sources must not be used/acquired in compliance with Public Law 115-232, Section 889 Parts A and B, FAR 4.21, FAR 52.204.23, FAR 52.204.24, and FAR 52.204.25. The contractor (and/or any subcontractor) must notify the government if they identify prohibited ICT products and/or services are used during the contract performance.
- j. **Government Websites.** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS must enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, HTTPS is not required, but it is highly recommended. Consult the *HHS Policy for Internet and Email Security* for additional information.
- k. **Contract Documentation.** The Contractor must use provided templates, policies, forms and other agency documents. NIH will specify which documents/forms will be provided to comply with contract deliverables as appropriate.
- l. **Standard for Encryption.** The Contractor (and/or any subcontractor) must:
- i. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
  - ii. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with encryption solution that is validated with current FIPS 140 validation certificate from the NIST CMVP.
  - iii. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and NIH-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
  - iv. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with current FIPS 140 validation certificate from the NIST CMVP. The Contractor must provide a written copy of the validation documentation to the COR within **15 days** of the validation.
  - v. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys <http://csrc.nist.gov/publications/> . Encryption keys must be provided to the COR upon request and at the conclusion of the contract.
- m. **Contractor Non-Disclosure Agreement (NDA).** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract must complete the OpDiv non-disclosure agreement, <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf> , as applicable. Contractors (and/or subcontractors) must submit a copy of each signed and witnessed NDA to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

## 2. Training Requirements

- a. **Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/NIH Contractor Information Security Awareness, Privacy, and Records Management training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, the employees shall complete NIH Information Security Awareness, Privacy, and Records Management training at least **annually**, during the life of this contract. All provided training shall be compliant with HHS training policies.
- b. **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training **annually** commensurate with their role and responsibilities in accordance with *HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*. Read further guidance about the NIH Role-based Training at: <https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/security-awareness-training/index.html>.
- c. **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within **30 days** after contract award and **annually** thereafter or upon request.

### 3. Rules of Behavior

- a. The Contractor (and/or any subcontractor) must ensure that all employees performing on the contract comply with the *HHS Information Technology General Rules of Behavior*, *HHS Rules of Behavior for Privileged Users*.
- b. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least **annually** thereafter, which may be done as part of annual NIH Information Security Awareness Training. If the training is provided by the Contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

### 4. Incident Response

- a. The Contractor (and/or any subcontractor) must respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC)/NIH IRT teams **within 24 hours**, whether the response is positive or negative.

FISMA defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. In accordance with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information (PII)*, an incident is "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies" and a privacy breach is "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose." For additional information on the HHS breach response process, please see the *HHS Policy and Plan for Preparing for and Responding to a Breach of Personally Identifiable Information (PII)*."

- b. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) must:

- i. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract, with encryption solution that is validated with current FIPS 140 validation certificate from the NIST CMVP.
- ii. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor must send NIH approved notifications to affected individuals in accordance with [https://wiki.ocio.nih.gov/wiki/index.php/US-CERT\\_Federal\\_Incident\\_Notification\\_Guidelines](https://wiki.ocio.nih.gov/wiki/index.php/US-CERT_Federal_Incident_Notification_Guidelines)
- iii. Report all suspected and confirmed information security and privacy incidents and breaches to the OpDiv Incident Response Team (IRT) via email at [IRT@mail.nih.gov](mailto:IRT@mail.nih.gov), COR, CO, OpDiv SOP (or his or her designee), and other stakeholders, including breaches involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable OpDiv and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor must:
  - Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
  - Not include any sensitive information in the subject or body of any reporting e-mail; and
  - Encrypt sensitive information in attachments to email, media, etc.
- iv. Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information*, and HHS/NIH and NIH privacy breach response policies when handling PII breaches.
- v. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation within an **hour** of discovery.

#### 5. Position Sensitivity Designations

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

- ☐ Tier 5: Critical Sensitive and Special Sensitive National Security, including Top Secret, SCI, and "Q" access eligibility.
- ☐ Tier 5SR: Reinvestigation.
- ☐ Tier 4: High Risk Public Trust (HRPT).
- ☐ Tier 4SR: Reinvestigation.
- ☐ Tier 3: Non-Critical Sensitive, National Security, including Secret and "L" access eligibility.
- ☐ Tier 3SR: Reinvestigation.
- ☐ Tier 2S with Subject Interview: Moderate Risk Public Trust (MRPT).
- ☐ Tier 2SR: Reinvestigation.
- ☒ Tier 1: Low Risk, Non-Sensitive, including HSPD-12 Credentialing.

#### 6. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees must comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; OMB M-19-17; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2. For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>.

## 7. Roster

The Contractor (and/or any subcontractor) must submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster must be submitted to the COR and/or CO within **fourteen (14) calendar days** of the effective date of this contract. Any revisions to the roster as a result of staffing changes must be submitted within **seven (7) calendar days** of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at: <https://oamp.od.nih.gov/nih-document-generation-system/dgs-workform-information/attachment-files-section-j>. If the employee is filling a new position, the Contractor must provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.

## 8. Contract Initiation and Expiration

- a. **General Security Requirements.** The Contractor (and/or any subcontractor) must comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor must follow the HHS EPLC framework and methodology and in accordance with the HHS Contract Closeout Directive (2018) found at: <https://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/HHS-Closeout-Directive-2018.pdf>. HHS EA requirements are located at: <https://www.hhs.gov/web/governance/digital-strategy/it-policy-archive/hhs-policy-for-enterprise-architecture.html> and NIH EA requirements are located at: <https://ocio.nih.gov/PM/Pages/EPLC.aspx>.
- b. **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to HHS System Development Life Cycle requirements, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
- c. **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) must provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- d. **Notification.** The Contractor (and/or any subcontractor) must notify the CO and/or COR and system ISSO within fifteen days before an employee stops working under this contract.
- e. **Contractor Responsibilities upon Physical Completion of the Contract.** The Contractor (and/or any subcontractors) must return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor must provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.

- f. The Contractor (and/or any subcontractor) must perform and document the actions identified in the NIH Employee Separation Checklist <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf> when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation must be available to the CO and/or COR upon request.

## 9. Records Management and Retention

- a. The Contractor (and/or any subcontractor) must maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and *HHS Policy for Records Management* and NIH policies and must not dispose of any records unless authorized by HHS/NIH.
- b. In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, he/she must document and report the incident in accordance with HHS/ NIH policies.

## 10. High Value Asset (HVA)

If a system is identified as HVA,<sup>[23]</sup> the Contractor must comply with the HHS Policy for the High Value Asset (HVA) Program and the DHS HVA Control Overlay<sup>[24]</sup> in addition to the above requirements.

## ARTICLE H.8. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

## ARTICLE H.9. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:

<https://oamp.od.nih.gov/DGS/reference-material-prospective-offerors-and-contractors>

## ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE AND TIME AND MATERIALS CONTRACT

## ARTICLE I.2. COMMERCIAL ITEMS CONTRACT CLAUSES

### FAR CLAUSE 52.212-4-CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCTOBER 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and  
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Reserved

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

Alternate I (Jan 2017) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or  
 (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

- (E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
- (1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
- (2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
- (3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (ii) Materials.
- (A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--
- (1) Quantities being acquired; and
- (2) Any modifications necessary because of contract requirements.
- (B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—
- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
- (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (C) To the extent able, the Contractor shall—
- (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
- (1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]
- (2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]
- (2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the

ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the

event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the “hourly rate” for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the “hourly rate” attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### Addenda to FAR 52.212-4

#### FAR 52.242-15 Stop-Work Order (August 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

#### **52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) ( 31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ( 41 U.S.C. 3509)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( 31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( 41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ( 15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) ( 15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) ( 15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) ( 15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) ( 15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) ( 15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) ( 15 U.S.C. 637s).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ( 15 U.S.C. 657f).
- \_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) ( 15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ( 15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ( 15 U.S.C. 637(m)).

- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) ( 15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) ( 15U.S.C. 637(a)(17)).
- \_\_\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- \_\_\_ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- \_\_\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ( 29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) ( 38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_\_ (35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- \_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.
- \_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of 52.223-14.
- \_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) ( 42 U.S.C. 8259b).
- \_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.
- \_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_ (48) 52.225-1, Buy American-Supplies (NOV 2021) ( 41 U.S.C. chapter 83).
- \_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ( 41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.
- \_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

- \_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( 42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- \_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( 31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).
- \_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) ( 31 U.S.C. 3332).
- \_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) ( 5 U.S.C. 552a).
- \_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) ( 15 U.S.C. 637(d)(13)).
- \_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.
- \_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( 41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- \_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or

for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ( 41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ( 29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) ( 38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( 41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( 41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

Alternate I (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (MAY 2022). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( 5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ( 41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (OCT 2018) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ( 29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).

(L) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (2) Alternate I (MAR 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( 41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(P) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (1) 52.224-3, Privacy Training (JAN 2017) ( 5 U.S.C. 552a).

(2) Alternate I (JAN 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

## ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

### a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

#### 1. FAR Clause **52.216-18, Ordering** (October 1995).

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued until the contract expiration date.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 2. FAR Clause **52.216-22, Indefinite Quantity** (October 1995)

- a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the

contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD. (End of clause)

3. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

- a. The Government may extend the term of this contract by written notice to the Contractor prior to the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

4. FAR Clause **52.217-8, Option to Extend Services** (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration date of the contract.

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

Title	No. of Pages
1. Performance Work Statement	18
2. Quality Assurance Surveillance Plan (QASP)	3
3. Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC-2)	3
4. Offerors Representation and Certifications-Commercial	26
5. Past Performance Information Questionnaire	5

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the **System for Award Management (SAM)** and complete the Representations and Certifications. The SAM website may be accessed at: <http://www.sam.gov> ; and
2. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL:**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**  
 which is included as an Attachment in Section J-LIST OF ATTACHMENTS, SOLICITATION ATTACHMENTS of this solicitation.

### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### 1. GENERAL INFORMATION

#### 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (Jul 2021)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with [subpart 4.10](#) of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST ( <https://assist.dla.mil/online/start/> ).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**a. NAICS CODE AND SIZE STANDARD**

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL

**BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.**

1. The North American Industry Classification System (NAICS) code for this acquisition is 512191 (Teleproduction and Other Postproduction Services).
2. The small business size standard is \$34.5 Million.

**b. TYPE OF CONTRACT AND NUMBER OF AWARDS**

1. One award will be made from this solicitation and that the award will be made on/about April 1, 2023.
2. It is anticipated that the award from this solicitation will be a multiple-year, Indefinite Delivery, Indefinite Quantity, Fixed Price, Time and Materials, Performance Based type contract with a one (1) year base period of performance with two (2) one-year option periods.

**c. PERFORMANCE BASED ACQUISITION**

The Government intends to use a Performance Based Acquisition method in the evaluation and award of any contract resulting from this SOLICITATION.

The Performance Based contract is designed to motivate the Contractor to perform at a higher standard. Outstanding performance is rewarded through an incentive defined in the contract (see Attachments 1 and 2 of the RFP).

**d. COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

**e. COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offeror shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this SOLICITATIONS.

**f. PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

**g. SERVICE OF PROTEST (SEPTEMBER 2006) - FAR 52.233-2**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
National Institutes of  
Health  
Station Support Branch 1  
Office of Acquisitions, OLAO  
6701 Rockledge Drive

Bethesda, Maryland 20817

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## 2. INSTRUCTIONS TO OFFEROR

### a. GENERAL INSTRUCTIONS

#### INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of the proposal. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

#### 1. Authorized Official and Submission of Proposal

The Government intends to evaluate the proposal and award a contract without discussions. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

Copies of the Technical and Business proposals shall reference RFP No.

75N98023R00009 submitted to Sheryn N. Etti at [ettis@mail.nih.gov](mailto:ettis@mail.nih.gov) by **2:00 PM EST on March 6, 2023.**

**NOTE: ANY AMENDMENTS TO THIS SOLICITATION WILL BE PROCESSED IN THE SAME MANNER AS THIS SOLICITATION.**

Questions regarding RFP No. 75N98023R00009 are due no later than **2:00 PM EST on February 22, 2023** via email at [ettis@mail.nih.gov](mailto:ettis@mail.nih.gov). When submitting questions, the Contractor must cite the relevant section, paragraph, and page number. Questions should be written in a way that enables clear understanding of the Contractor's issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not be provided a response. Written responses to the questions will be provided to the Contractor in an amendment to the solicitation.

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Proposals will be type written and paginated. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

- I. COVER PAGE - Include RFP title, number, name of organization, Unique Entity Identifier (UEI), and identification of the proposal part.
- I. TECHNICAL PROPOSAL - **Page Limitation: Shall not exceed 40 pages (excluding resumes, commitment letters, and appendices).** It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions.
- II. BUSINESS PROPOSAL - **Page Limitation: Shall not exceed 20 pages (excluding appendices).** It is recommended that the business proposal consist of

a cover page, a table of contents, and the information requested in the Business Proposal Instructions.

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical offer instructions. Volume I shall **NOT** contain reference to price.

The business proposal shall provide prices for the description listed in the pricing schedule for each year. Please include Representations and Certifications as part of your business proposal.

## **2. Evaluation of Proposals**

The Government will evaluate the proposal in accordance with the factors set forth in PART IV, SECTION M of this RFP.

## **3. Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

## **4. Privacy Act - Treatment of Proposal Information**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this SOLICITATION pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the Government Accountability Office for auditing.

- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

## 5. Selection of the Offeror

- a. The acceptability of the technical portion of the contract proposal will be evaluated by a technical review committee. The committee will evaluate the proposal in strict conformity with the evaluation factors of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of the contract proposal found to be technically acceptable will be subjected to a price analysis.
- c. If award will be made without conducting discussions, the offeror may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

## b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the Performance Work Statement is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

### 1. Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

#### a. Performance Work Statement

##### 1. Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere.

##### 2. Approach

The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A Proposal which merely restates the requirements of the Government's scope of work will not be eligible for award. Use as many subparagraphs, appropriately titled, as needed to clearly outline the general

plan of work.

### 3. Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

### 4. Schedule

Provide a schedule for completion of the work and delivery of items specified in the Performance Work Statement. Performance or delivery schedules shall be indicated for phases or segments of work, as applicable, by contract year as well as for the overall contract. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, a proposal based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

## b. **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

### 1. Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

## 2. Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments.

## 2. Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the Performance Work Statement will be accomplished within this working relationship.
- b. Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d. Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

## 3. Technical Evaluation

The proposal will be technically evaluated in accordance with SECTION M - Evaluation Factors for Award of this solicitation.

## c. BUSINESS PROPOSAL INSTRUCTIONS

### 1. Basic Cost/Price Information

Offerors shall offer prices for each item identified in the Pricing Schedule in Section B of this solicitation for the basic contract period and each option period. Proposed prices will not be point scored but will be analyzed and examined for the purpose of determining the reasonableness of the proposed price and the Offeror's understanding of the nature and extent of the work to be performed.

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements may include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, fee, profit, etc.

Any information submitted must support the prices proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or rationale as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

**Acceptance Period:** The proposal shall stipulate that it is predicated upon all the terms

and conditions of this RFP. In addition, it shall contain a statement of the effect that is firm for a period of at least 120 days from the date of receipt thereof by the Government.

## 2. **Proposal Cover Sheet**

The following information shall be provided on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
2. Name and address of Offeror;
3. Name and telephone number of point of contact;
4. Name, address, and telephone number of Contract Administration Office, (if available);
5. Name, address, and telephone number of Audit Office (if available);
6. Proposed cost and/or price; profit or fee (as applicable); and total;
7. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the Contracting Officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
8. Date of submission; and
9. Name, title and signature of authorized representative.

## 3. **Other Administrative Data**

### a. **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (JULY 2013)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232 34, Payment by Electronic Funds Transfer Other than System for Award Management.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and,

therefore, not the receiver of the wire transfer payment.

(End of Provision)

**b. Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

**c. Facilities Capital Cost of Money, FAR 52.215-16, (June**

2003) (This is applicable if you are a commercial organization.)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

**[ ] Fac Cap Cost of Money (Has)** The prospective Contractor **has** specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).

**[ ] Fac Cap Cost of Money (Has Not)** The prospective Contractor **has not** specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

**4. Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

**a. General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

**b. Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the

Performance Work Statement in this RFP.

**c. Performance History**

Performance history is defined as meeting contract objectives within **delivery** and **cost schedules** on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

**d. Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

**5. Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a. Willingness to perform as a subcontractor for specific duties (list duties).
- b. What priority the work will be given and how it will relate to other work.
- c. The amount of time and facilities available to this project.
- d. Information on their cognizant field audit offices.
- e. How rights to publications and patents are to be handled.
- f. A complete cost proposal in the same format as the offeror's cost proposal.

**6. Proposer's Annual Financial Report**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

**7. Travel Costs/Travel Policy**

**a. Travel Costs - Commercial**

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offeror, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

**b. Travel Policy**

One copy of the offeror's (and any proposed subcontractor's) written travel

policy shall be included in the business proposal. If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

## SECTION M - EVALUATION FACTORS FOR AWARD

### 1. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options, (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

### 2. TECHNICAL EVALUATION FACTORS

The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

Evaluation Factors	Technical Description	Numeric al Ratings Used
1. Technical Approach	<p>The offeror shall clearly demonstrate its understanding of the requirement and demonstrate their methodology of how they will be able to accomplish the objectives set forth in the Performance Work Statement (PWS). The proposal should address each work areas in sufficient detail to demonstrate a clear understanding of the PWS, including operations, services, and trend analysis presented therein. The offeror should provide evidence of sufficient planning to show that work will be accomplished as required and on schedule, utilizing all available resources. The offeror must also address the following:</p> <ol style="list-style-type: none"> <li>1. <u>Service Design</u> – Ease of access to caption writers and written translation services and avenues to schedule and obtain services.</li> <li>2. <u>Service Availability</u> The contractor is responsible for conducting business, between the hours of 7 a.m. – 9 p.m., Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, or similar Government directed facility closings. The contractor shall assume all work orders occurring during the close of government are canceled unless instructed otherwise by the COR or Video Producer.</li> <li>3. <u>Strength of caption writer pool</u> – Number of local writers available</li> <li>4. <u>Multi-Services Capability</u> – Availability of all the services listed in Section 4 Scope of Work.</li> </ol>	40
2. Key Personnel and Staffing Plan	Proposed personnel will be evaluated for experience, education, training, resumes and availability in accordance with the specific guidelines set forth in the PWS. The Contractor is to provide a staffing plan that demonstrates their understanding of the labor requirements that describes their approach for managing the work specified in the PWS for this contract. Offeror must show their methodology to consistently provide Certified CART Providers (CCP) through the National Court Reporters Association. The offeror must	35

	identify key personnel (administrative staff) by name and assigned role; provide one-page resumes listing certifications, technical expertise, years of experience particularly in government and/or the biomedical environment.	
3. Experience Working Similar Project Scopes	Offeror must demonstrate their understanding of the requirements set forth in the Performance Work Statement by the offeror's experience and capability. The offeror's response shall demonstrate their understand of the PWS by clearly showing a grasp of the range, complexity, and importance of the work as well as innovative and creative solutions for the work requirements. The offeror must demonstrate their experience with similar projects and complexity.	20
4. Quality Control Plan (QCP)	The contractor shall develop and maintain an effective Quality Control Plan (QCP) to ensure services are performed in accordance with the PWS. The plan should include documented processes and measurements, and procedures for identifying and resolving gaps in contract performance.	5

**TOTAL POINTS POSSIBLE 100 points**

### **PRICE FACTORS**

The Government will separately evaluate the prices for items listed in Article B, Pricing Schedule section of this RFP. To be considered responsive to this solicitation, the Offeror shall submit prices for all items listed (including options) in Article B of the RFP.

It must be noted that points are merely guides for source selection and the mathematical outcome is not necessarily determinative of the awardee. A proposal that is unrealistically high or low may be deemed reflective of an inherent lack or failure to comprehend the complexity and risks of the proposed work.

### **3. PAST PERFORMANCE FACTOR**

Offerors' past performance information will be evaluated prior to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal is determined to be technically unacceptable. The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

The Offeror is to provide five (5) references for similar services, which include at least one (1) government agency and two (2) private sector companies. If an Offeror includes less than five (5) references, the company business plan and financial statements for the previous three (3) years shall be submitted.

\*If an Offeror is in a teaming arrangement with another company, a total of five (5) references is also required, of which at least three (3) shall be provided by the prime contractor and two (2) from the subcontractor. The Offeror shall distribute the "Past Performance Information Questionnaire" attachment in Section J of the RFP for each company and/ or federal agency listed as a reference. The Offeror is responsible for the questionnaire being returned to the email address shown on the questionnaire. The information is due on the date of the submission of the proposal. **The "Past**

**Performance Information Questionnaire" must be sent to the Contracting Officer directly from the company/federal agency completing the questionnaire. The questionnaire CANNOT be submitted by the Contractor responding to the solicitation.**

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.



# PERFORMANCE WORK STATEMENT FOR CAPTIONING (508 COMPLIANCE) SERVICES

Dated: February 14, 2023

[Abstract](#)

PWS for the NIH Captioning Service contract.

# PWS: Captioning (508 Compliance) Services

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## 1. Introduction

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The National Institutes of Health (NIH), a part of the U.S. Department of Health and Human Services, is the largest biomedical research agency in the world. The mission is to seek fundamental knowledge about the nature and behavior of living systems and the application of that knowledge to enhance health, lengthen life, and reduce illness and disability. NIH is a collaborative network of 27 Institutes and Centers - each has its own research mission and goals that focuses on specific diseases or body systems – but all with one shared goal of *Turning Discovery into Health*. Congress appropriates funding to NIH, of which 80% is awarded to research grants in every state and around the world.

The NIH main campus in Bethesda, Maryland, sprawls across 300 lush green acres, a natural habitat for deer, birds, and other wild animals. Some research is performed on campus in state-of-the-art laboratory facilities. It is home to America's research hospital, the Clinical Center, where patients with rare diseases can participate in clinical studies offering hope for a cure, and the National Library of Medicine – the world's largest biomedical library.

For nearly two decades, the Office of Research Services, has been supporting the NIH mission by providing accessible conference and multimedia services, captioning and other 508 compliance services, in addition to ASL interpreting, required under Section 504 of the Rehabilitation Act, to ensure that people with disabilities have equal access to information and data used by people without disabilities. These services facilitate the communication and dissemination of all that NIH is accomplishing for the public good.

## 2. Statement of Need

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NIH was one of the first government agencies to provide access to live real-time captioning to its scientific community. Since 2008, NIH has had an ongoing requirement to provide broadcast quality, real-time captioning for streaming live and prerecorded events held on-site and/or virtually across various platforms, delivered to web/podcast or satellite broadcast, and capable of being displayed on television screens, video monitors, virtual platforms, and mobile devices; verbatim transcription and post-production captioning; audio description (for the blind), and translation services.

## 3. Accessibility Standards

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Section 508 of the Rehabilitation Act requires Federal agencies to keep all end-users in mind when developing, procuring, using, and maintaining Electronic Information Technology (EIT) products and services, to ensure that people with disabilities have equal access to information and data used by people without disabilities. The Section 508 Standards, which are part of the Federal Acquisition Regulation (FAR) also ensure access for people with physical, sensory, and cognitive disabilities.

President Biden's [Executive Order \(14035\)](#) and subsequent [Government-wide Strategic Plan to Advance Diversity, Equity, Inclusion, and Accessibility in the Federal Workforce](#), requires agencies to consistently design, construct, develop, and maintain facilities, technology, programs, and services from the onset so that all people, including people with disabilities, can fully and independently use them. This requires the federal government's commitment to accessibility, including proactive engagement with users and efforts to modernize infrastructures to support the rapid adoption of

# PWS: Captioning (508 Compliance) Services

technological innovations. To meet this mandate, it requires all of us – public servants at all levels of every agency – to contribute to the advancement of DEIA in the federal workforce.

## 4. Scope of Work

In calendars year 2021 and 2022, NIH provided **3000 hours** of event support for live real-time captioning, verbatim transcription and post-production captioning, translation, and audio description services. This is a 27% increase from 2020 and pre-pandemic years prior. This trend is not expected to decrease significantly as the hybrid workplace takes root in a post-pandemic era. Contractor must be capable of meeting growing demand and scaling up; capable of providing all 508 compliance services listed below; capable of receiving and delivering audio and video files in industry standard formats, as indicated in this Performance Work Statement (PWS). When captioning for web-based platforms the contractor must ensure seamless connective compatibility through iCAP and telephone lines. All captioning files must be Section 508 compliant.

<b>Professional Services:</b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>File Format</u></b>	<b><u>AQL Percentage</u></b>
Remote Real-time Captioning	2900	Hour	.txt	97%
Remote Real-time Captioning (Spanish)	100	Hour	.txt	97%
Remote On-Site Captioning (Includes Setup Fee)	10	Hour	.txt	97%
Post-Production (Caption files)	50	File	.srt	100%
Post-Production (Video files)	250	File	.mp4/mpg	100%
Post-Production Captioning with transcription - Standard 5-7-day turnaround	1500	Minute	.srt	100%
Post-Production Captioning with transcription - Expedited 3-day turnaround	150	Minute	.srt	100%
Post-Production Captioning with transcription - Expedited Next-day turnaround	100	Minute	.srt	100%
Post-Production Captioning with transcription - Expedited Same-day turnaround	100	Minute	.srt	100%
Verbatim Transcription: Standard 5-7-dayturnaround	500	Hour	.docx	100%
Verbatim Transcription: Rush 3-day turnaround	10	Hour	.docx	100%
Verbatim Transcription: Rush next dayturnaround	10	Hour	.docx	100%

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Verbatim Transcription: Rush same-day turnaround	10	Hour	.docx	100%
Transcription Onsite	10	Hour	.docx	98%
Timecoded Transcription	10	File	.docx	100%
Captioning & Transcription Foreign Languages (English to Spanish, French and Chinese)	NTE (per Contract Article B)	File	.txt & .docx	97%
Audio Description (for the blind)	NTE (per Contract Article B)	Hour	.mp3	100%

## 5. Description of Services

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### 5.1 Remote Real-Time Captioning

The contractor must be capable of delivering broadcast-quality, *real-time* captioning in English and Spanish, upon request. Must work with the NIH Television Operation Center (TOC) and the HHS Studio Master Control Room (MCR), to produce video or webcast for internal meetings and high-profile public meetings, that may include the President, department secretaries, members of Congress, governors, and other dignitaries from around the world.

The contractor must maintain a network of over 30 captioning and stenographic professionals who can provide remote and on-site captioning and Computer-Assisted Real-time Translation (CART) services in English and in Spanish. This number of professionals is a minimum requirement to consistently meet or exceed the following NIH contract requirements:

- Staff career captioners with training, CRC certification from the NCRA, and a minimum of three (3) years of experience transcribing biomedical and scientific terms, preferably with exposure to NIH-specific lexicons.
- Develop an internal process to build technical lexicons tailored to specific institutes' research and technical requirements, that include protocols, jargon, acronyms, and perform background research to become familiar with specific scientific and medical terminology.
- Caption poor audio connections, heavily accented speakers, and other challenging content.
- Ensure a spoken-word accuracy of 97% or higher while recognizing multiple speakers. *ASR cannot meet these quality standards.*
- Provide coverage during normal business hours, Monday through Friday, as well as occasional weekend or evening requests. Capable of providing same day live captioning services to high-profile events.

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- Connect to virtual platforms such as Zoom, WebEx, and Internet Protocol- based (IP) caption encoder technology through iCap (largest closed captioning and subtitle delivery network in the world) and telephone lines.
- Provide real-time captions in a .TXT format one business day after an event has ended.
- Provide uninterrupted captioning support even when events are delayed or go beyond scheduled runtimes

## Equipment and Connectivity

To communicate effectively across all of NIH's 27 Institutes and Centers and their unique needs and scientific missions, a multimedia captioning service provider must demonstrate mastery of a full suite of professional software and equipment necessary to support NIH program operations, including transcription and captioning software, Microsoft Office Suite, Adobe software, PC and Apple computers, audiovisual and teleconferencing equipment, and caption encoders to provide onsite data feeds for captioning.

Must be able to provide onsite live real-time captioning where needed. Captioners must be aware of COVID restrictions, NIH security procedures, and the geographic distribution of the NIH campus, all of which impact the length of time required to get to events for on-site captioners. Captioners need simultaneous access to three dedicated phone lines, including one phone line dedicated to receiving source audio, one line dedicated to transmission of caption text data, and one line dedicated to receiving and/or contacting NIH personnel.

Additionally, captioners must be in constant communication with the EMB team to troubleshoot and ensure captioning support remains uninterrupted during live transmissions. Captioners are required to join live events at least 15 minutes prior to the scheduled start time to test their connection strength and speed; and up to 30 minutes prior to for high-profile events.

To ensure last-minute coverage, including same-day requests for high profile events, Contractor must have defined channels and a streamlined workflow that facilitates rapid response from a large network of pre-vetted, experienced captioners; and be prepared to staff, maintain quality levels, and accurately caption terminology without any available agendas or preparation time.

The vast majority of NIH content requires human captioners; but should Automated Speech Recognition (ASR) technology become acceptable for non-technical events, contractors should be prepared to demonstrate how ASR technologies may reduce pricing overall for the NIH.

## Providing Captioning Support through Various Platforms

Captioners must be able to connect natively to multiple virtual meeting technology platforms, and on occasion connect two or more simultaneously to provide at least dual-output transmission to iCap, Zoom and/or YouTube Live While many virtual platforms have caption pods embedded that display live text, not all do. Therefore, the contractor must be able to provide a browser-accessible technology solution to display streaming text in real-time, on any browser window or device, if the end user has an internet connection. In addition, it should also be available to end-users to change characteristics of the displayed text such as font, font size, font color, and background to satisfy their individual preferences and needs and to best facilitate their understanding of the material being captioned.

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## 5.2 Post-Production Captioning and Verbatim Transcription

The NIH archives all web and videocasts, which has expanded significantly in scope and content since the pandemic in 2020. All media posted publicly online by the government is required to have a 100% verbatim transcript, a real-time caption file, and/or a post-production captioning file under the 508 compliance guidelines to ensure that all members of the American public have equal access to federal content.

NIH requires these services for a variety of events including medical conferences, lectures, oral histories, committee and subcommittee meetings, and other executive and high level/high priority meetings. A vendor must have the ability to provide 100% accurate transcripts from a variety of media, both analog and digital, and while doing so, closely track the status and issues for each of these transcripts throughout the transcription process. The NIH requires all vendors to:

- Provide verbatim transcription and post-production captioning in English (and Spanish upon request) with either roll up or pop on captioning
- Conduct research to ensure the accuracy of the scientific terminology and domain-specific jargon to meet the 100% accuracy rate
- Submit completed projects within a variety of turnaround times, including 5-7 business days standard, 3 business days, next business day, and same-day rush requests

Audio quality from the NIH can vary. All vendors must have the ability to manipulate poor audio recordings – targeting different channels, cutting out interfering noise – to ensure the transcription and/or post-production process goes efficiently in both challenging and non-challenging content, such as highly technical and/or medical terminology, potentially poor audio quality, heavily accented speakers, and complex transcription templates. Many transcripts and/or post-production files come from different clients within the NIH, with different lexicons, commonly used technical or medical phrases, unidentified speakers, and yet the same quality standards are required for all. Consequently, the vendor must have significant post-production captioning abilities.

## 5.3 Audio Description Services (for the Blind)

Provide Audio & Digital Video Narration (AD), as required under Section 508, a process through which scripts and video files are narrated by human voice actors and edited by the production team. Unlike Verbatim Transcript, Post-Production Captioning, and Real-time Live Captioning services, that mainly support the deaf and hard of hearing communities, AD is an audio production service that makes slideshows, presentations, video clips, and other media containing visual content not read aloud accessible to those who are blind or have low vision. AD is generally performed by professional voice actors to ensure inflection, tone, speed, accent, volume, and other voice attributes are embedded in the video so they can be heard and understood but don't interfere with the speaker, narrator or other audio heard in the video. These voices may be recorded on the same audio track or a separate track that can be turned on or off by the viewer. Must provide script writing, professional voice actors, video, and audio editing in a wide variety of formats and transmit data using secure file transfer protocol (SFTP) to electronically deliver large files.

## 5.4 Translation

NIH has a global reach and translation is sometimes required for guest speakers in a variety of languages for written content, such as transcription, post-production captioning, and live real-time

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captioning, including Spanish, French, Portuguese, German, Italian, Dutch, Russian, Swedish, Arabic, Chinese, Japanese, Korean, Turkish, Farsi, Greek, and Hebrew.

## 5.5 Onsite Audio Recording

Provide redundant audio recording system in the event of technical failures. NIH-system compatible recording equipment, headsets, and power plugs in NIH conference rooms provides a backup in case the main room audio is nonfunctional and the vendor's audio recording will be the only copy of the meeting. Additionally, must provide local staff to ensure coverage.

## 6. Media Formats (Meet or Exceed Industry Standards)

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### 6.1 Captioning Formats for Electronic Media

1. TXT
2. SCC
3. SMIL
4. SRT
5. XML
6. YouTube SBV

### 6.2 Transcript Formats

- Transcriptions shall identify the speakers either by given name, unique title, or designation (e.g., "John Doe:" "NIH Director:" "Speaker 1:" "Speaker 2:").
- Each transcribed page shall consist of a minimum of 22 lines with a minimum of 61 characters for client review and 31 characters for editor per line, including spaces. The last page of the transcription shall count as a full page if only partially filled.
- Timecoded (TC) transcripts will follow the burn-in TC from the video file or start at zero from first audio of the first question or first remark as determined by the government requestor. If a burn-in file is provided, this shall be the time code referenced for the transcript. Timecode shall be formatted at HH:MM: SS for the duration of the transcript.
- The contractor is required to provide transcription of recordings that may exceed 8 hours in length, and it is the responsibility of the contractor to ensure that any required staffing rotations occur seamlessly. Completed projects must be available for download from the contractor upon established due dates by the Contracting Officer's Representative (COR)/designee.
- Media that requires delivery by mail or courier will be at the expense of EMB funded from the contract. Media must be delivered within the agreed processing period. The COR/designee must approve if a delivery provider other than standard USPS priority mail is to be used.
- All files and transcripts developed by the Contractor on behalf of EMB or HHS MCR and their customers are the property of the government. No disseminating of program content is permitted by the contractor.

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## 6.3 Electronic Audio/Video Formats

1. ASF
2. AVI
3. WMV
4. MP3
5. MP4
6. MXF
7. WAV

Open caption digital file must include an expanded frame at the bottom of the video to permit two lines of white text on a black background. The expanded frame is approximately ¼ (one quarter) of the original frame.

## 6.4 Physical Audio/Video Formats

1. XDCAM-HD
2. CD
3. DVD
4. Blu-Ray

## 7. Deliverables

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	Reports	Description	TO	Due
7.1	<b>Biweekly</b> Summary of Charges Report (Performance Work Statement)	Provide a bi-weekly summary of charges in Excel, with formulas, listing all completed work orders ending the first two weeks of the month and at the end of the month. Report must include the following: <ol style="list-style-type: none"><li>1. Event Name</li><li>2. Service Description (i.e., real-time, post-production captioning with transcription, verbatim transcription...)</li><li>3. Date</li><li>4. Video Producer</li><li>5. Work Order Number</li><li>6. Start / End Times</li><li>7. Total Runtimes</li><li>8. Total Hours Billed</li><li>9. Dollar Amount Billed</li></ol>	COR & Producers	Due within 5 business days of the end of the 2 <sup>nd</sup> week and end of the month.
7.2	<b>Monthly</b> Service/Performance Report package	Report must include: <ol style="list-style-type: none"><li>1. Executive summary including analysis of services provided.</li><li>2. Comparative data analysis tables broken out by each service area and combined overall, with prior year variance percentages, for both CY and FY.</li><li>3. Data charts and graphs that illustrate the fluctuations month to month and year to year, with historical trendlines.</li><li>4. Service report and performance data analysis for each service provided.</li></ol>	COR	Together with the monthly invoice

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7.3	<b>Quarterly Business Meeting &amp; Quality Control Report</b>	Prescheduled meeting with COR and CEO/President to discuss issues, concerns during the previous quarter and work out a proactive strategy to resolve, mitigate, or improve workflow.  In addition, a random quality analysis of three events per quarter must be also included. Two out of the three events must be of challenging content.	COR	Within 10 business days after end of quarter  Q1: Apr-Jun Q2: Jul-Sep Q3: Oct-Dec Q4: Jan-Mar
7.4	Quality Control Plan	<a href="#">See PWS section 11.1</a>	COR	30 days before award with proposal; revised plan due 10 prior to beginning a new option year
7.5	Annual Report for FY and CY	Report must include executive summary for year; comparative data analysis for current year ending and previous year ending; must be broken down to include costs and usage by IC and all NIH including charts and graphs to illustrate.	COR	Mid October after FY end and mid-January after CY end.

## 8. Performance Capability

Contractor must demonstrate relevant experience and staff proficiency in providing broadcast quality, real-time captioning services in the federal workplace, specifically in the biomedical research environment. Contractor must demonstrate understanding of industry standard equipment, including TV cameras, and routinely perform captioning tests 30 minutes prior to the start of an event. Engineering or systems experts on staff must ensure reliable real-time captioning service with 98-99% accuracy. The contractor must also be able to provide both on-site and remote accessibility solutions to live and virtual audiences and provide post-production captioning at 100% accuracy. In addition, the contractor must provide audio descriptions for the blind, when needed. Finally, the Government requires a service provider that can offer real-time and post-production captioning and transcription services from English to Spanish, French and Chinese, which specifically include searchable text files and transcripts.

These requirements and standards are necessary to fully comply with Section 508 of the Rehabilitation Act, and accomplish the mission of the ORS/EMB, which is to provide accessible and inclusive conference and multimedia services that facilitate scientific research and discovery; by communicating these fundamental discoveries, innovative research strategies, and their applications to the NIH scientific community, congress, and the public.

The Government will monitor and evaluate these performance standards by using a Quality Assurance Surveillance Plan (QASP). Incentives will be provided to the Contractor on a quarterly basis.

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## 9. Period of Performance

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**Base Year:** April 1, 2023 - March 31, 2024  
**\*Option Year One:** April 1, 2024 - March 31, 2025  
**\*Option Year Two:** April 1, 2025 - March 31, 2026

\* The Government may exercise options to extend the period of performance in accordance with FAR 52.217-9, upon written notification by the Contracting Officer within thirty (30) days of contract expiration.

## 10. Government Responsibilities

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- The Government will order the captioning services 24 hours in advance, when applicable. The notification will be via email or phone. The Government will provide the vendor a work order number as a billing reference and the projected start and end times of lecture or presentation.
- The Government will provide meeting materials, agendas, and web links submitted by event planners (when available) to vendor to help the vendor with accuracy of spelling of names and medical/scientific terminology.
- If an event for captioning is cancelled, EMB will provide at least 24-hour notice to the contractor and incur no cost.
- The Government will provide audio signals of each program to the vendor.

## 11. Quality Management Program (See Appendix A)

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This section defines the mechanism by which the contactor shall demonstrate progress and compliance with the requirements as defined.

### 11.1 Quality Control Plan (QCP)

The Contractor will develop and maintain an effective Quality Control Plan (QCP) to ensure services are performed in accordance with this PWS. The plan should include documented processes and measurements, and procedures for identifying and resolving gaps in contract performance.

The Contractor will submit an initial QCP with the Technical Proposal for evaluation. The Contractor will submit the final Quality Control Plan to the COR for approval on or before 30 days after contract has been awarded. Contractor will submit a revised QCP, noting the changes made and reasons, to the COR for approval 10 days before the start of a new option year; and any changes must be approved by the COR prior to implementation.

### 11.2 Quality Assurance Surveillance Plan (QASP) See Appendix A

The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied in accordance with the quality and timeliness standards outlined in Section 4.

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## 11.3 Contracting Officer

The Contracting Officer (CO) is a duly appointed with the authority to enter, administer, or terminate contracts and make related determinations and findings on behalf of the Government. The CO is responsible for resolving any differences between the observations documented by the contracting officer's representative (COR) and the contractor. The CO will designate one full-time COR as the Government authority for performance management.

## 11.4 Contracting Officer's Representative

The Contracting Officer's Representative (COR) will act as the CO's authorized representative to act on behalf of this office in all matters related to the monitoring and overseeing of the technical and programmatic aspects of the contract, subject to the limitations set forth in their appointment. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. In particular, the COR will act as the primary liaison between EMB and the contractor and responsible for:

- Acting as the primary point of contact for all performance clarifications and approvals
- Ensuring access to key stakeholders
- Facilitating reviews and customer surveys
- Ensuring Contractor compliance with requirements
- Signing off on all payment invoices

## 11.5 Video Producers

The Video Producers will serve as the project coordinators for all work requested and support the COR with quality assurance monitoring. Specifically, they will be responsible for:

- Requesting services from the Contractor.
- Acting as the point of contact for all service clarifications, and support
- Overseeing project management and logistics coordination for work requested.
- Evaluating quality of work provided.
- Coordinating with NIH IT personnel to ensure the appropriate hardware, software, and network pre-requisite implementation requirements are met; and
- Reconciling all work orders

## 12. Performance Standards & Quality Levels (See Appendix A)

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The Acceptable Quality Levels (AQL) are included in the Quality and Timeliness Standards charts located in Section 12.

### Live Remote Captioning

Reductions in price for errors below the 98% AQL will be based on a 5% deduction of the hourly rate for each error identified. If captioners are late to dial into an event or if captions are not received seamlessly during transitions between captioners, an additional deduction of 5% of the hourly rate for each minute late may be taken. The COR will decide whether to apply the deduction or not based

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on a review of the circumstances. In addition, the contactor shall provide post captioning services of the missed captions at no cost to the government.

## Post-Production Captioning

Any post-production captioning not received within the stated deadlines when EMB has met all contractual requirements for notification and delivery described herein shall be subject to a 50% price reduction for each business day that it is late.

If deficiencies are found that should have been discerned by using the provided materials or conducting research, a 5% reduction of the hourly rate will be deducted for each error identified.

EMB may request the content to be corrected and reprocessed (in the case of open captioning), in which case the 5% reduction will be removed for each error corrected and the delivery deadline will be extended 24 hours.

## Transcription Orders

Any transcript not received within the stated deadlines when EMB has met all contractual requirements for notification and delivery described herein, shall be subject to a 50% price reduction for each business day that it is late.

Reductions in price for errors will be based on a 5% deduction of the hourly rate for each error identified.

## Surveillance Methods

The COR and/or designee will randomly review the tapes, discs, video files, text files, transcripts, and captioning files for accuracy of names and medical/scientific terminology. The COR may also obtain feedback from requestors, lecturers, presenters, and viewers of the broadcast.

EMB is permitted three (3) business days to review the completed deliverable prior to acceptance.

Any noted deficiencies will be presented in writing to the contractor who, in response, will provide a written plan of how to improve the work. The government reserves the right to stop ordering services if performance is deemed unacceptable.

## Determining Performance

Government shall use the monitoring methods cited here in to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels. Failure to meet the AQL may result in a deduction from the monthly payment, using the deduction percentages described in Section C-4.

## Reporting

At the end of each year, the COR, will prepare a written report for the CO summarizing the overall results of the contractor's performance. This written report will include the contractor's submitted Quarterly Quality Control reports.

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## 13. Special Requirements/Constraints

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### Security

To perform the work specified herein, contractor personnel may require access to sensitive data. To gain access to the sensitive data, the Contractor will comply with the requirements outline in this section below.

### General Confidentiality

The NIH has general confidentiality concerns about allowing certain general contract and event information to be easily obtained by potential adversaries of the NIH and/or the U.S. Government. Therefore, discussion of Events and event content, VIP visits, building specifications, project schedules, data, phone numbers, or security systems, should be strictly limited to those with a need to know the information to accomplish contract responsibilities. This should be done in a manner that discourages availability to anyone not directly connected with the contract. All requests for specific data (as mentioned above), and any information from sources external to the contract shall be referred to the designated COR.

### Non-Sensitive Material

All contract information, hard copy or electronic, not rising to the level of “Sensitive, but Unclassified” shall be safeguarded in a manner which encourages its use by only those individuals involved in the project and discourages relatively easy acquisition by unauthorized persons.

### Sensitive, But Unclassified (SBU) Material

“SBU” information is that which requires a degree of protection commensurate with the possible risk or magnitude of loss or harm that could result from its inadvertent or deliberate disclosure, alteration, or destruction. The release of SBU data to the public is prohibited. If released, SBU information could result in injury or unfair treatment of any individual or group or could impact negatively on the government’s mission. The following information should be considered Sensitive, but Unclassified without further identification by the government:

Any mission-related information defined or labeled as “Security Sensitive”, to include:

- All documents that contain basis of design information on structural systems for projects identified by the government as “Security Sensitive”
- Active security system design documents
- Passive security system design calculations, narratives, and other support information
- Information on individual NIH employees
- Information bearing proprietary or Privacy Act implications
- Patient confidentiality.

Information or documents not defined by items 1 through 3 above shall be designated SBU only if specifically identified by the NIH.

### Information Technology Security

The Information Technology Security provisions are included in the solicitation/contract.

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## 14. Hours of Operation

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The contractor is responsible for conducting business, between the hours of 7 a.m. – 9 p.m., Monday thru Friday except Federal holidays or when the Government is shutdown. The Contractor will assume all work orders occurring during the close of government are canceled unless instructed otherwise by the COR or Video Producer.

The contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor will keep in mind that the stability and continuity of the workforce are essential.

### Federal Holidays

1. **New Year's Day** - January 1st
2. **Martin Luther King, Jr.'s Birthday** - Third Monday of January
3. **President's Day** - Third Monday of February
4. **Memorial Day** - Last Monday of May
5. **Juneteenth** - June 19th
6. **Independence Day** - July 4th
7. **Labor Day** - First Monday of September
8. **Columbus Day** - Second Monday of October
9. **Veterans Day** - November 11th
10. **Thanksgiving Day** - Fourth Thursday of November
11. **Christmas Day** - December 25<sup>th</sup>

## 15. Definitions

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Acceptable Quality Level (AQL)	Acceptable Quality Level (AQL) is the maximum acceptable deviation from standard, expressed in terms of a percentage of a lot.
Accuracy	Without grammatical errors or misspellings except where the audio is unintelligible or the terms are obscure scientific/technical terms not included in the provided materials, or unable to be found in research.
Captioning	The process of converting the audio portion of a video production or live event onto text which is displayed on a television, monitor, or film screen. The captions are typically white upper-case against a black background and, when pre-recorded, displayed live as the show is broadcast. They may also be permanently visible (open-caption) or viewable only through a decoder (closed-caption) attached to or built into the television or viewer.
Contract Discrepancy Report (CDR)	A formal, written documentation of Contractor nonconformance or lack of performance for contracted work.

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Contracting Officer (CO)	An individual with the authority to enter, administer, and/or terminate contracts and make related determinations and findings.
Contracting Officer's Representative (COR)	An individual designated and authorized in writing by the CO to perform specific technical or administrative functions.
Computer-Aided Real-time Translation (CART)	A form of captioning which provides a word-for-word transcription of what is being said. It may be read on a laptop computer, television or projected on to a full-size screen for a large audience.
Deduction	Money deducted from the Contractor periodic invoices for non-compliance with contract requirements.
Defect	Each instance of noncompliance with a contract requirement. A defect may be caused by either nonperformance or poor performance. Each defect is subject to re-performance or deductions as described hereinafter.
Defective Service	A unit of service that does not conform with specified requirements.
Government	Federal government, including the NIH.
Phase-In Period	Phase-in periods are commonly used for operations. The period is an overlap period where the incumbent phases out its performance and the selected contractor phases in its performance.
Quality Assurance Surveillance Plan. (QASP)	The plan developed by the Government, specifically for this contract, to ensure that the Contractor performs in accordance with the Performance Work Statement (PWS) performance standards.
Quality Control (QC)	Those internal management functions that include, but are not limited to, training, documented procedures, inspections, and tests (taken at the point of performance) necessary to ensure that contractor products and services conform to PWS requirements, specifications, and standards.
Quality Control Plan (QC Plan)	Documentation of actions taken by the Contractor to control the quality of services so that they meet the requirements of this contract.

# PWS: Captioning (508 Compliance) Services

Section 508	<p>Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities, including employees, visitors, and the public.</p> <p>Section 508 establishes requirements for any electronic and information technology developed, maintained, procured, or used by the Federal government. The term "electronic and information technology" has been defined by the <a href="#">Access Board</a> in <a href="#">regulations</a> published December 21, 2000.</p> <p>Information regarding all aspects of assistive technologies and accessibility under Section 508 is available at the federal government's official website, <a href="http://www.section508.gov/">http://www.section508.gov/</a>.</p>
Shall (or must)	The use of either of these words specifies that the provision is binding and requires undisputed compliance.
Standard	An acknowledged measure of comparison.
Surveillance	Inspection and documentation regarding delivery of contract services as measured against the contract specifications.
Unsatisfactory Performance	Performance not in compliance with industry standards.

## 16. Appendices

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### Appendix A

**PWS Appendix A - Quality Assurance Surveillance Plan (QASP) for Captioning Services**

**Dated: 2/14/23**

**Attachment 2**

Performance Requirement	Performance Standard AQL	Method of Measurement	Method of Surveillance	Performance Metrics	Performance Incentive: \$4,000 <sup>1</sup> Per Quarter	Performance Disincentives 5% deduction of hourly/minute rate for each error identified
5.1 Remote Real-Time Captioning	97% accuracy rate that keeps pace with the speakers in real-time and timely delivery of service from beginning to end; provide complimentary .txt file for client upon request  Comply with all Section 508 requirements regardless of format to allow federal employees and members of the public with disabilities to access information	Review .txt files for accuracy without grammatical errors or misspellings, except where the audio is unintelligible, or the terms are obscure scientific/technical terms not included in the provided materials	Customer Feedback  Routine Monitoring  Random Monitoring	Provide broadcast-quality captions in English or Spanish (if requested), including setup for onsite and/or remote on a virtual platform hosted by NIH; in some instances, work with the NIH Television Operation Center (TOC) to produce a videocast.  Comply with all Section 508 requirements regardless of format and connection to iCAP	<b>Up to \$1,000 for meeting or exceeding requirement standards.</b>	Reductions in price for errors below the 97% AQL will be based on a  If captioners are late to dial into an event or if captions are not seamless during transitions an additional deduction of 5% of the hourly rate for each minute late may be taken at COR's discretion. In addition, the contactor shall provide post captioning services of the missed captions at no cost to the government.

<sup>1</sup> Paid quarterly, per separate invoice when performance meets or exceeds standard AQLs for each requirement

**PWS Appendix A - Quality Assurance Surveillance Plan (QASP) for Captioning Services**

**Dated: 2/14/23**

Performance Requirement	Performance Standard AQL	Method of Measurement	Method of Surveillance	Performance Metrics	Performance Incentive: \$6,000 <sup>2</sup> Max Per Quarter	Performance Disincentives
5.2 Transcription (Verbatim and Timecoded)	Provide <b>verbatim and timecoded</b> transcripts of captioned or recorded programs in English, and from English to Spanish, French and Chinese, upon request  100% accuracy of scientific/medical terminology and timely file delivery to client	Standard transcription text file must be received 5-7 business days following receipt of the audio file(s) or other media, except expedited orders  <b>Onsite transcription</b> for live broadcast events in English: Contractor shall provide recording equipment, power plugs and headsets and arrive to location 1 hour before event start time for set up and testing.	Customer Feedback  Routine Monitoring  Random Monitoring	Transcripts shall be formatted according to specifications: format each text slide as new paragraph; identify speakers by name; min 22 lines and 61 characters per page; must provide transcriptions of recordings that exceed 8 hours and staffing rotations must be seamless.	<b>Up to \$1,000 for meeting or exceeding requirement standards.</b>	7.2.7 Any transcript not received within the stated deadlines shall be subject to a 50% price reduction for each business day that it is late.  Reductions in price for errors will be based on a 5% deduction of the hourly rate for each error identified.
4.5 Audio Description (for the blind)	Provide quality audio description (AD) to pre-recorded videos where needed to ensure the blind or people with low vision can hear a	Review .txt files for accuracy without grammatical errors or misspellings, except where the audio is unintelligible, or the terms are obscure scientific/technical	Customer Feedback  Routine Monitoring  Random Monitoring	Audio descriptions must be performed by professional voice actors, either contracted by the contractor or on staff, to ensure inflection, tone, speed, accent, volume and other voice attributes are	<b>Up to \$1,000 for meeting or exceeding requirement standards.</b>	

<sup>2</sup> Paid quarterly on separate invoice when performance meets or exceeds standard AQLs for each requirement

**PWS Appendix A - Quality Assurance Surveillance Plan (QASP) for Captioning Services**

**Dated: 2/14/23**

	description of what is happening. Descriptions must be 99% accurate and timely synced with the narration and video images	terms not included in the provided materials		<p>embedded appropriately so they can be heard and understood but don't interfere with the speaker, narrator or other audio heard in the video. These voices may be heard on the same audio track (unable to turn off).</p> <p>Require client to provide pronunciation guide for all acronyms and abbreviated words spelled out within the text or separate document provided by the client.</p>		
6 Media Formats	100%	Completed projects shall be available for download from the contractor provided sFTP or HTTPS site upon established due dates by the COR/designee.	<p>Customer Feedback</p> <p>Routine Monitoring</p> <p>Random Monitoring</p>	Contractor shall have the capability to receive and deliver audio and video and captioning files in industry standard formats	<b>Up to \$1,000 for meeting or exceeding requirement standards.</b>	

**INVOICE INSTRUCTIONS FOR NIH FIXED-PRICE CONTRACTS, NIH(RC)-2**

**Format:** Submit payment requests on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or the Contractor's self-generated form provided it contains all of the information prescribed herein. DO NOT include a cover letter with the payment request.

**Number of Copies:** Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

**Frequency:** Submit payment requests upon delivery and acceptance of goods or services unless otherwise authorized by the Contracting Officer.

**Currency:** All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

**Preparation and Itemization of the Payment Request:** Prepare payment requests as follows:

**Note:** *All information must be legible or the invoice will be considered improper and returned to the Contractor.*

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number:** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Data Universal Numbering System (DUNS) or DUNS+4 number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract, and as registered in the System for Acquisition Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and DUNS number), with the remittance information clearly identified as such.

- (c) **Invoice/Voucher Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account

number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If all or part of an invoice is suspended and the contractor chooses to reclaim those costs on a supplemental invoice, the contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Voucher Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (as applicable).
- (f) **Contract Title:** Insert the contract title listed on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Fixed-Price of Contract/Order:** Insert the total fixed-price of the contract/order.
- (i) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (j) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Central Point of Distribution:** Identify the Central Point of Distribution, as specified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (m) **Description of Supplies or Services:** Provide a description of the supplies or services, by line item (if applicable), quantity, unit price (where appropriate), and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. For example, if the contract specifies 1 box of hypodermic needles (100/box) with a unit price of \$50.00, then the invoice must state 1 box, hypodermic needles (100/box), \$50.00, **not** 100 syringes at \$0.50 each. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period, including any adjustments, if applicable. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request.
- (o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed to date, including any adjustments as applicable. If the Contract Schedule contains separately priced line items,

identify the contract line item(s) on the payment request.

- (p) **Freight or Delivery Charges:** Identify all charges for freight or express shipments, other than f.o.b. destination, as a separate line item on the invoice. (If shipped by freight or express, and charges are more than \$25, attach prepaid bill.)
- (q) **Government Property:** If the contract authorizes the purchase of any item of Government Property (e.g., equipment), the invoice must list each item for which reimbursement is requested. Include reference to the following (as applicable):
- item number for the specific piece of equipment listed in the Property Schedule, and
  - Contracting Officer Authorization (COA) Number, if the equipment is not covered by the Property Schedule.

The Offeror makes the following representations as a part of its proposal (check/complete all approximate boxes or blanks on the following pages).

---

(Name of the Offeror)

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(Signature of Authorized Individual)

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(Date)

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(Typed Name of Authorized Individual)

**Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Nov 2021)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

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

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM

information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐s, ☐s not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]*  
The offeror represents as part of its offer that it ☐s, ☐s not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐s, ☐s not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]*  
The offeror represents, that it ☐s, ☐s not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]*  
The offeror represents that it ☐s, ☐s not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that-

(i) It ☐s, ☐s not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐s, ☐s not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐s, ☐s not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐s, ☐s not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐s a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐s, ☐s not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by

the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

## Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.	Country of Origin
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*[List as necessary]*

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.*  
If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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Line Item No.	Country of Origin
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[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*  
 If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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Line Item No.	Country of Origin
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[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*  
 If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) ☐Are, ☐are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐Have, ☐have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐Are, ☐are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐Have, ☐have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative

or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Line Item No.	Country of Origin
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*(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐does ☐does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐does ☐does not certify that–

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that–

(i) It ☐s, ☐s not an inverted domestic corporation; and

(ii) It ☐s, ☐s not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐has or ☐does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☒Yes or ☐No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a "doing business as" name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is ☒s not ☐a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☒s not ☐a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

*(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)*

(1) The Offeror represents that it ☐s or ☐s not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐does, ☐does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐does, ☐does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and

its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It ☐does, ☐does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐does, ☐does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

*Alternate I (Oct 2014).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**PAST PERFORMANCE INFORMATION  
CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

Please complete the following questionnaire and return via e-mail or regular mail to the attention of:

Sheryn N. Etti by March 6, 2023  
(Name) (Date)

ettis@mail.nih.gov  
(E-mail Address)

**This survey pertains to:** \_\_\_\_\_  
(Name of Company being evaluated)

**Department/Component:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_ **Date of Survey:** \_\_\_\_\_

**Name of Person Completing Survey:** \_\_\_\_\_

**Signature of Person Completing Survey:** \_\_\_\_\_

**Your Company/Agency:** \_\_\_\_\_

**Your Role in this Contract (circle one):**

**Contracting Officer    Contract Specialist    Project Officer    Other** \_\_\_\_\_

**Contract Value (including options):** \$ \_\_\_\_\_

**Performance Period:** \_\_\_\_\_  
(including option periods)

**Type of Contract:** \_\_\_\_\_

**Approximate percentage of work being performed (or completed) by subcontractor(s):** \_\_\_\_\_ %

**PAST PERFORMANCE INFORMATION  
CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

**Information on subcontractor(s)** (where more than 25 % of work was completed by the subcontractor):

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Program Manager and  
Phone

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Program Manager and  
Phone

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Program Manager and  
Phone

General description of products/services required under the contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RATINGS**

*Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Commentary to support rating shall be noted on page 4.*

*Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or 5 (Outstanding). Use the attached Rating Guidelines as guidance in making these evaluations. Circle the appropriate rating. If you do not have enough personal knowledge or feedback from internal customers who directly received products and services from the contractor to make a determination on any of the performance criteria below, please circle "N/A" (not applicable/no opinion).*

**QUALITY OF SERVICE**

1.	Compliance with contract requirements						
	0	1	2	3	4	5	N/A
2.	Accuracy of reports						
	0	1	2	3	4	5	N/A
3.	Effectiveness of personnel						
	0	1	2	3	4	5	N/A
4.	Technical Excellence						
	0	1	2	3	4	5	N/A
5.	Effectiveness of the on-site Program Manager						
	0	1	2	3	4	5	N/A

**PAST PERFORMANCE INFORMATION  
CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

**COST CONTROL**

1.	Record of forecasting and controlling target costs						
	0	1	2	3	4	5	N/A
2.	Current, accurate and complete billings						
	0	1	2	3	4	5	N/A
3.	Relationship of negotiated costs to actuals						
	0	1	2	3	4	5	N/A
4.	Cost efficiencies						
	0	1	2	3	4	5	N/A

**TIMELINESS OF PERFORMANCE**

1.	Met interim milestones						
	0	1	2	3	4	5	N/A
2.	Reliability						
	0	1	2	3	4	5	N/A
3.	Responsive to technical direction						
	0	1	2	3	4	5	N/A
4.	Completed on time including wrap-up and contract administration						
	0	1	2	3	4	5	N/A
5.	Met delivery schedules						
	0	1	2	3	4	5	N/A
6.	Liquidated damages assessed:    Yes    No ( <i>circle one</i> )						

**BUSINESS RELATIONS**

1.	Effective management, including management of subcontracts						
	0	1	2	3	4	5	N/A
2.	Reasonable/cooperative behavior						
	0	1	2	3	4	5	N/A
3.	Responsive to contract requirements						
	0	1	2	3	4	5	N/A
4.	Notification of problems						
	0	1	2	3	4	5	N/A
5.	Flexibility						
	0	1	2	3	4	5	N/A
6.	Pro-active vs reactive						
	0	1	2	3	4	5	N/A
7.	Effective small/small disadvantaged business subcontracting program						
	0	1	2	3	4	5	N/A

**PAST PERFORMANCE INFORMATION**  
**NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

**CUSTOMER SATISFACTION**

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1. The contractor is committed to customer satisfaction.  
Yes No (*circle one*)
  
2. Would you recommend selection of this firm again?  
Yes No (*circle one*)

**ADDITIONAL COMMENTS**

**PAST PERFORMANCE INFORMATION**  
**NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

Rating Guidelines

	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
0-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/ service/ administrative issues is not effective
1-Poor	Major problems have been encountered	Contractor is having major difficulty managing costs effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is marginally effective
2-Fair	Some problems have been encountered	Contractor is having some problems managing costs effectively	Contractor is having some problems meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is somewhat effective
3-Good	Minor inefficiencies/ errors have been identified	Contractor is usually effective in managing costs	Contractor is usually effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is usually effective
4-Excellent	Contractor is in compliance with contract requirements and/or delivers quality products/services	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is effective
5-Outstanding: The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."				