

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF 1	PAGES 27
1. REQUEST NO. BBG50-Q-14-0104	2. DATE ISSUED 09/10/2014	3. REQUISITION/PURCHASE REQUEST NO. V003-14-IQ-01223	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY Broadcasting Board of Governors, Office of Contracts			6. DELIVER BY (Date) 09/22/2014		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)					
NAME See Attached		TELEPHONE NUMBER		7. DELIVERY	
		AREA CODE	NUMBER	<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:			9. DESTINATION		
a. NAME			a. NAME OF CONSIGNEE		
b. COMPANY			Judy Nguyen, VOA Vietnamese Service		
c. STREET ADDRESS			b. STREET ADDRESS		
			330 Independence Avenue, SW, Rm 2700		
d. CITY			c. CITY		
			Washington		
		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
				DC	20237
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
9/19/2014 2PM					

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE THE ATTACHED				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS						
c. COUNTY			16. SIGNER			
d. CITY			a. NAME (Type or print)		b. TELEPHONE	
e. STATE f. ZIP CODE					AREA CODE	
			c. TITLE (Type or print)		NUMBER	

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals (quotes) are being requested and a written solicitation will not be issued. This combined synopsis/solicitation BBG50-Q-14-0104 is issued as a Request for Quotation (RFQ) to establish Blanket Purchase Agreement. There will be no guaranteed minimum quantities purchased and the Government will be obligated only to the extent of authorized calls placed against the resulting Agreement. The Government intends to award one Blanket Purchase Agreement; however, the Government reserves the right not to award any Blanket Purchase Agreement. Any resultant Blanket Purchase Agreement will be for one year.

This solicitation document and incorporated provisions and clauses are those in effect from the Federal Acquisition Circular (FAC) 2005-76 effective August 25, 2014.

The North American Industry Classification System (NAICS) code for this acquisition is 711510, Independent Artists, Writers, and Performers, with a small business size standard of \$7,000,000.00 in average annual receipts for the past 3 years. Please identify your business size in your response based upon this standard. This requirement will be a 100% Total Small Business.

The Broadcasting Board of Governors (BBG), Office of Contracts intends to establish a non-personal services Blanket Purchase Agreement for Special Assignments Combination Services as described in further detail below (and see attached Statement of Work) for the Voice of America (VOA) East Asia and Pacific Division, Vietnamese Service in Washington D.C. This acquisition is being issued under the authority of Federal Acquisition Regulation (FAR) Part 13.

Period of Performance: Anticipated to start September 22, 2014 through September 21, 2015.

Place of Performance: Broadcasting Board of Governors, 330 Independence Avenue, SW, Washington, DC.

Contract Type: Firm-Fixed Price

The below FAR Provisions and Clauses applies to this RFQ:

The Federal Acquisition Regulation (FAR) provision FAR 52.212-1 Instructions to Offerors-Commercial Items. FAR provisions and clauses may be obtained from the Internet Web address at: <http://acquisition.gov/far/index.html>.

FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference. This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of the solicitation provision may be accessed electronically the Internet Web address at: <http://acquisition.gov/far/index.html>.

System for Award Management (SAM) applies to this procurement. You must be registered in SAM in order to be eligible to receive an award from this solicitation. Information on SAM registration and annual confirmation requirements may be obtained via the Internet at <http://www.sam.gov>. Prospective contractors must be registered in SAM database prior to award. Lack of registration in SAM database will make an offeror ineligible for award. CONTRACTORS MUST COMPLY WITH FAR 52.204-7, System for Award Management (SAM).

FAR clause 52.212-4 Contract Terms and Conditions-Commercial Items, applies to this acquisition and also see attached additional clauses/addendum.

FAR clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, applies to this solicitation by reference and proposed subsequent contract as well as the following clauses contained within FAR clause 52.212-5: 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards; 52.219-6 Notice of Total Small Business Set-Aside (15 U.S.C. 644); 52.219-8 Utilization of Small Business Concerns; 52.219-28 Post Award Small Business Program Representation; 52.222-3 Convict Labor; 52.222-19 Child Labor-Cooperation with Authorities and Remedies; 52.222-21 Prohibition of Segregated Facilities; 52.222-26 Equal Opportunity (E.O. 11246); 52.222-35 Equal Opportunity for Veterans (38 U.S.C. 4212); 52.222-36 Affirmative Action for Workers with Disabilities (29 U.S.C. 793); 52.222-37 Employment Reports on Veterans (38 U.S.C. 4212); 52.222-40 Notification of Employee Rights Under the National Labor Relations Act; 52.222-50 Combating Trafficking in Persons; 52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving; 52.225-13 Restrictions on Certain Foreign Purchases and 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (31 U.S.C. 3332)

Quote Submission:

Interested independent contractors are required to submit two (2) separate written documents (quotes) to the BBG.

1. A Price Quote that states the Offeror's proposed annual Total Price based on the 52 (fifty-two) Assignments worked per year that will be negotiated with the BBG.
2. Technical Quote (Resume) that states the Offeror's resume/curriculum vitae and evidence of the Offeror's pertinent past performance that can be easily and quickly validated by the BBG. Dates (months/years) and locations for all field experience must also be detailed.
3. Copy of US Citizenship, work permit, photo ID and/or visa.
4. References (three)
5. Copy of active SAM Registration in SAM. [HTTPS://www.sam.gov](https://www.sam.gov)
6. In the event offerors did not complete the responsibility and certification portion of the SAM registration they shall include completed copy of the provision at FAR Subpart 52.212-3 (Offeror Representations and Certifications - Commercial Items) with its offer. This provision can be found at the following website <https://www.acquisition.gov/Far/>; if requested by an offeror, a copy of FAR subpart 52.212-3 can be obtained by contacting the Contracting Officer.

Evaluation Factors:

Lowest price technically acceptable to include work experience, education, specialized training and past performance.

The Government reserves the right to make a selection based upon the initial quote submissions so the offeror should submit its best terms in the initial quote. The Government may also determine to make no award.

A single offeror will be selected who is deemed responsible in accordance with FAR 9.104-1 and whose offer provides the Government with a best value solution.

To ensure consideration for the intended position, please reference the solicitation number on your quote.

All quotes must include the required documents listed above under "Quote Submission" and must be submitted electronically to ccsugg@bbg.gov . The due date is Thursday, September 19, 2014 at 2 PM EST. All quotes as well as inquiries should be sent electronically to Cynthia C. Sugg at ccsugg@bbg.gov. Oral and faxed quotes will not be accepted.

Statement of Work
To Provide
Special Assignments Combination Services
For the Vietnamese Service
Anticipated Effective Date: September 22, 2014

1.0 Introduction

(a) The Voice of America's Vietnamese Service has a requirement for a talent vendor (hereinafter referred to as "Contractor") to provide Special Assignments Combination Services as described below. The work shall be performed on an Assignment basis. In addition, the Government will reimburse the Contractor for actual expenses as stated below. The Contractor's assignment rate shall include overhead (e.g., health insurance), G&A, and profit. All work shall be performed in accordance with "The VOA Journalistic Code".

(b) For purposes of this SOW, an Assignment is a single original report including script, an edited audio package with narration, ambient sound and/or actualities. Live, on air interactive reports from the field are also considered an assignment. The Contractor shall be required to complete the assignment by the deadline stated below. The Contractor's 'start time' and "duration of effort" is a business decision on the Contractor's part and does not influence the "per assignment" rate stated in the contract.

2.0 Scope of Work

The Contractor shall perform the following work at the IBB Voice of America Headquarters Building (330 Independence Ave, SW) unless otherwise mutually agreed to by the Contracting Officer:

- a) organize and produce web/audio/video materials for VOA's Vietnamese website and many multimedia platforms, as well as other special projects for the Vietnamese Service, in order to contribute to the Service's efforts to enhance the appeal of the on-line and digital offerings.
- b) Review, select, obtain, and edit still photos, audio and video clips to accompany news texts published on the Vietnamese Service's website and other social media platform using a variety of software applications (Final Cut Pro, Dalet, Radio Suite, Photoshop), techniques, and tools.
- c) Create and update news articles, educational posts, and videos, on website or other new media platforms, including social networking pages. Ensure content on website and other social media platform is current, accurate, and reliable. Ensure website and other social media platform are available to desired audience with appropriate links.
- d) Produce graphic, audio, and video materials that maintains a distinctive and cohesive style to VOA's Vietnamese Service website, mobile applications or other new media platforms.
- e) May function as a line producer and video editor for live and/or pre-recorded television/webcast or radio programs in Vietnamese. Performs final cuts and edits on story packages on Mac-based systems. Responsible for the production values and aesthetic qualities of broadcast programs.

- f) Operate as a team member, sharing responsibility in all aspects of Internet broadcasting including writing, editing, and producing.
- g) Organize details and performs pre-production elements for news and feature TV/webcasts.
- h) Adapt, re-purpose and/or prepare existing audio and video content for posting to web, mobile platform and TV satellite.
- i) Rotational, shift and/or weekend work may be required - including Government Holidays. A 45 minute non-paid meal break shall be coordinated with the COR.
- j) The contractor agrees that no employer-employee relationship exists between the contractor and the Voice of America.

3.0 Estimated Usage of Contractor

The estimated number of assignments per annum is 52 (fifty-two).

4.0 Government Furnished Property, Facilities, Services or Information

The Contractor will be responsible for expendable supplies, and equipment (e.g. audio recording device, PC with LAN connection, fax and telephone as appropriate) while performing the work prescribed herein. The Government will assist in technical support to obtain the final product for use in radio shows.

5.0 SUBMISSION OF DELIVERABLES

The Contractor shall submit assignments to the COR at the address listed below:

Broadcasting Board of Governors
Cohen Building - Room 2141-A
330 Independence Ave., SW
Attn: Judy Nguyen, Service Chief

6.0 SUBMISSION OF INVOICES

(a) The Contractor shall submit an original invoice to the COR at the address listed below:

Broadcasting Board of Governors
Cohen Building - Room 2141-A
330 Independence Ave., SW
Attn: Judy Nguyen, Service Chief

(b) The Contractor's invoice shall list: (a) the number of assignments submitted and accepted, and (b) reimbursable expenses, if any.

(c) The prices offered the Government shall be as low as or lower than those charged to the Contractor's most favored customer for comparable services under similar terms and terms and conditions, in addition to any discounts for prompt payment. The Contractor may receive a rate increase or decrease per assignment during the term of the contract. The rate adjustment can only be made when the Option Year, if any, is exercised. The determination for the rate increase or decrease will be based on the Contractor's performance and supported by a written rationale from the Vietnamese Service.

7.0 CONTRACTOR PERFORMANCE EVALUATION CRITERIA:

The quality and efficiency of the services performed by the Contractor shall be reviewed on a regular basis to ensure that the Contractor is meeting the requirements of the Government.

8.0 CONTRACT TERM AND OBLIGATION OF PARTIES:

(a) The term of this contract shall extend for one year from the effective date.

(b) Additional services in excess of the estimated amount may be requested provided upon mutual consent of the parties as indicated by the offer and acceptance of additional orders. The Government may terminate this contract with 30 calendar days prior notice in the event of discontinued need for the Contractor's services or with less prior notice as may be appropriate in the event of unsatisfactory performance or improper conduct on the part of the Contractor.

(c) The Contractor agrees that no employer-employee relationship exists between the contractor and the Voice of America.

- End of Statement of Work -

COMMERICAL ITEMS
Broadcasting Board of Governors
International Broadcasting Bureau (BBG/IBB-CON)
Supplemental Terms and Conditions (IBB-999B)

FAR 52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions—Commercial Items (May 2014)

(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, contract 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 contract 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 as 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) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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 User 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.

(End of clause)

Alternate I (MAY 2014). 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 contract or 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 provides 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 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 meet 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 contract 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 32.607-2).

(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.

(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 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.

Additional Clauses/Addendum for Order for Supplies and Services (OF-347) Added by CON:

In addition to the Clauses and Provisions contained in the Form IBB-999, Supplemental Terms and Conditions Purchase/Delivery Orders with Individuals, OF-347, the below Clauses are also incorporated in this purchase/delivery order award. These reference clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, full text of clauses may be accessed electronically at Internet address at <http://www.acquisition.gov/far>.

- (a) 52.204-7 System for Award Management (JUL 2013)
 - i) System for Award Management (SAM) database is the primary Government repository for Contractor information required to conduct business with the Government. Registration is required for award and processing of payments. **NOTE:** Vendors are required register in the SAM to do business with the government via Internet site <https://www.sam.gov/portal/public/SAM/>.
- (b) 52.223-6 Drug Free Workplace (MAY 2001)
- (c) 52.242-15 Stop-Work Order (AUG 1989)
- (d) 52.243-1 Changes—Fixed Price (AUG 1987) Alternate III (APR 1984)
- (e) 52.227-17 Rights in Data-Special Works (DEC 2007)

The following BBG/IBB contract language is provided in full text to serve as an Addendum to this commercial service:

- (f) **CONTRACTING OFFICER REPRESENTATIVE:** The Contracting Officer will appoint by letter a Contracting Officer Representative (COR) who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the COR shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract.
- (g) **Service Contracts.** This acquisition instrument is a “nonpersonal services contract” as that term is defined in the Federal Acquisition Regulation at Subpart 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employee: (1) Shall perform the services specified herein as independent contractors, not as employees of the Government; (2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of

this contract; (3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, the Contracting Officer's Representative (COR) or the Alternate Contracting Officer's Representative (ACOR) as is necessary to ensure accomplishment of the contract objective.

(h) Government - Contractor Relations

(1) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(2) Contractor personnel under this contract shall not:

(i) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(ii) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BBG contracts, or become a part of the Government organization.

(iii) Be used in administration or supervision of Government procurement activities.

(3) Employee relationship.

(i) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(ii) Rules, regulations, directives, and requirements that are issued by Broadcasting Board of Governors under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(4) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(i) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(ii) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(iii) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(iv) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(v) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(5) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(i) The Contractor should notify the Contracting Officer in writing promptly, within three calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication

involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

- (ii) The Contracting Officer will promptly, within three calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (a) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (b) Countermand any communication regarded as a violation,
 - (c) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (d) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

- (6) VOA Journalistic Code. The VOA Journalistic Code, *attached hereto as Exhibit A*, requires that the Agency maintain an appearance of impartiality to ensure the objectivity and credibility of its broadcasts. In order to do so, VOA journalists must be careful about engaging in certain political activities if the sponsoring group(s) or other participants are identified with a particular perspective on a political issue and the journalists' participation might put into question VOA's impartiality. These political activities include, but are not limited to: running for public office; campaigning; demonstrating, or endorsing candidates or legislative initiatives; participating in marches or rallies involving causes related to issues that VOA covers; signing petitions; and serving on government boards or commissions.

Contractor hereby understands and agrees that by entering into the Contract, Contractor will adhere to the VOA Journalistic Code, including its requirement of maintaining an appearance of impartiality. Failure to perform according to these standards undermines the quality of the journalistic product and may result in the Agency's rejection of the materials submitted under this Contract, or termination of the Contract for default, or both.

- (7) Copyright - Contractor herein assigns all copyright to any and all artistic work created under this contract / agreement to the Broadcasting Board of Governors.
- (8) Trademark – Contractor hereby acknowledges that all trademarks produced in the course of this Contract, as well as any goodwill attributed to those marks, belong to the Broadcasting Board of Governors. If the Agency seeks registration of the marks, Contractor shall provide any and all necessary assistance (absent expenditure of funds) in registering the mark(s).
- (9) Security Clearance. This contract/agreement/order is subject to the favorable completion of a security background check. In the event it is determined that the contractor will require an identification badge for access to BBG facilities, a background check will be conducted by the BBG Office of Security. A non-favorable report will result in the contractor being denied access to BBG facilities and possible termination of the contract/agreement/order.
- (10) Standards of Conduct. The contractor (i.e., PSC) shall maintain satisfactory standards of competency, conduct, cleanliness, appropriate dress and integrity. The Contractor shall adhere to standards of conduct that reflect credit on themselves and the United States Government. Except as noted, the Contracting Officer reserves the right to immediately "Terminate the Contract for Default" for failure to comply with the standards of conduct delineated herein and as follows:
 - (a) Use of Government Furnished Equipment ("GFE") and misappropriation of Government Furnished Materials ("GFM"). The Contractor shall restrict their use of Government Furnished Equipment (e.g., computers, telephones, video equipment, copying or fax machines, or the internet) and Government Furnished Materials (e.g., paper, ink, pens, replenish- able office

supplies) to the performance of the work prescribed herein. Contractor use of GFE or GFM for personal or other reasons may result in immediate "Termination for Default" as noted previously.

- (b) Disorderly or Disruptive Conduct. Disruptive activities which interfere with the normal and efficient broadcast operations and disorderly conduct [including but not limited to: (1) use of abusive or offensive language, (2) quarreling, (3) carrying of weapons, (4) intimidation by words and/or actions, (5) sexual harassment, or (6) offensive physical contact] do not contribute to the accomplishment of the objective of the contract and shall not be tolerated or condoned. The Government/Agency has exclusive discretion in the determination as to what behavior is disorderly or disruptive to normal broadcast operations.
- (c) Intoxicants and Narcotics. The contractor shall not possess, sell, consume, or be under the influence of intoxicants such as alcohol, illegal drugs, or other controlled substances (i.e., narcotics) while on government leased, rented or owned premises, or while performing the work prescribed herein.
- (d) Job Competency. Acceptance of a Delivery or Task Order serves as the Contractor's confirmation that they are fully qualified to perform the work. Failure to possess the requisite skills (e.g., inadequate proficiency in the language or culture) may be deemed as evidence of misrepresentation and grounds for immediate Termination for Default as noted previously.
- (e) Accurate Invoicing. The Contractor shall submit invoices that properly reflect the work performed. Submittal of an invoice that does not accurately reflect or otherwise misrepresents the work performed, **may be considered fraud** subjecting the Contractor to immediate "Termination for Cause."
- (f) Misrepresentation of Contractual Relationship/Conflict of Interest. The Contractor shall not take any actions, produce any documentation, or disseminate any information via any medium which misrepresents the character of the independent contractual relationship created by this Contract or which conflicts with the mission and goals of the Government/Agency, including but not limited to: (1) creation of business cards, letterheads, or promotional materials utilizing government logos or other identifiable markings; (2) creation of a web site or internet blog containing Government/Agency logos, symbols, or other identifiable markings, or purporting to represent the Government/Agency (3) attempting to enter into agreements with third parties purporting to have contractual or other authority to legally bind the Government/Agency. A violation of this paragraph may subject the Contractor to an immediate "Termination for Cause."
- (i) Criminal or other Legal Actions. Nothing in this section is in lieu of any legal actions that may be taken by or on behalf of the government in the protection of its rights, property or interest. In certain circumstances the Contractor may be subject to criminal actions as allowed by law. Criminal charges may be pursued for the following actions, including but not limited to: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, electronic files, or records; or concealment of material facts by willful omission from official documents, electronic files, or hard copy records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form in the work place and/or utilizing GFE or GFM for such purposes; and unlawful possession of weapons. A violation of this paragraph may subject the Contractor to an immediate "Termination for Cause."

-END-

EXHIBIT A

VOICE OF AMERICA

THE JOURNALISTIC CODE

PREAMBLE

Since 1942, the Voice of America has built a global reputation as a consistently reliable source of news and information. Accuracy, balance, comprehensiveness, and objectivity are attributes audiences around the world have come to expect of VOA broadcasters and their product. These standards are legally mandated in the VOA Charter (Public Laws 94-350 and 103-415). Because of them, VOA has become an inspiration and information lifeline to nations and peoples around the world.

SUMMARY

Adhering to the principles outlined in the Charter, VOA reporters and broadcasters must strive for accuracy and objectivity in all their work. They do not speak for the U.S. government. They accept no treatment or assistance from U.S. government officials or agencies that is more favorable or less favorable than that granted staff of private sector news agencies. Furthermore, VOA professionals, careful to preserve the integrity of their organization, strive for excellence and avoid imbalance or bias in their broadcasts.

The Voice of America pursues its mission today in a world conflict-ridden and unstable in the post Cold War era. Broadcasting accurate, balanced and complete information to the people of the world, and particularly to those who are denied access to accurate news, serves the national interest and is a powerful source of inspiration and hope for all those who believe in freedom and democracy.

THE CODE

All staff who report, manage, edit, and prepare programming at VOA in both central and language services therefore subscribe to these principles:

Sourcing

VOA news and programming must be rigorously sourced and verified. VOA normally requires a minimum of two independent (non-VOA) sources before any newswriter, background writer, political affairs writer, correspondent or stringer may broadcast information as fact in any language.

The only exception to the double-source requirement are facts directly confirmed by the VOA journalist or significant news drawn from an official announcement of a nation or organization. In those rare instances when a secondary source offers exclusive significant news (e.g., a verified news agency exclusive interview with a chief of state or prominent newsmaker), this story is attributed to the originating agency by name.

Accuracy and Balance

Accuracy and balance are paramount, and together, they are VOA's highest priority. Accuracy always comes before speed in VOA central service and language programming. VOA has a legal obligation to present a comprehensive description of events, reporting an issue in a reliable and unbiased way. Though funded by the U.S. government, VOA airs all relevant facts and opinions on important news events and issues. VOA corrects errors or omissions in its own broadcasts at the earliest opportunity.

VOA is alert to, and rejects efforts by special interest groups - foreign or domestic - to use its broadcasts as a platform for their own views. This applies to all programs and program segments, including opinion or press roundups, programs discussing letters, listener comments, or call-in shows. In the case of call-ins, views of a single party must be challenged by the interviewer if alternative opinions are unrepresented. In interviews, points of possible discussion are submitted in advance if requested by an interviewee of stature (for example, a chief of state). However, VOA journalists always retain the right and responsibility to pursue newsworthy angles, including entirely fresh lines of questioning, during such interview.

Whenever VOA reports a charge or accusation made by an individual or a group against another, or presents one side of a controversial issue, a response and/or balancing information will be included in the first use of a news item or feature containing that material. If the balancing information cannot be obtained by the program deadline, or the subject of the charge declines to comment, that will be made clear in VOA's account, and the balancing material will be broadcast as soon as it is available.

Fairness

VOA has, in the words of the Founding Fathers, "a decent respect for the opinions of mankind." VOA is required to present a full and fair account of events. VOA broadcasters evaluate information solely on its merits, rejecting incitements to violence, sensationalism, personal value judgment, or misleading emphases. Attributions are specific and complete.

VOA journalists (including correspondents, news and language stringers, political affairs writers, and program hosts) avoid at all times the use of unattributed pejorative terms or labels to describe persons or organizations, except when the individuals and groups use those labels to describe themselves or their activities.

In news, features and current affairs programming, VOA broadcasters will meticulously avoid fabricating, distorting, or dramatizing an event. If sound at an event illustrates the reporter's account of that event and is edited for time, the remaining sound effect reflects what occurred in an accurate and balanced way. If there is a risk of misleading the audience, no use will be made of sound effects not actually recorded at the event being described.

Context and Comprehensiveness

VOA presents events a comprehensive account of America and the world, and puts events in context. That means constant vigilance to reflect America's and the world's political, geographical, cultural, ethnic, religious and social diversity. VOA programming represents the broadcast team's best effort to seek out and present a comprehensive account of the event or trend being reported.

VOA broadcasters will avoid using announcing or interviewing techniques that add political coloration or bias to their reportage or current affairs programming. Music will not be used to make editorial statements. VOA journalists and all those preparing news and feature programming avoid any action or statement that might convey the appearance of partisanship.

Procedures

When performing official duties, VOA broadcasters leave their personal political views behind. The accuracy, quality and credibility of the Voice of America are our most important assets, and they rest on listeners' perception of VOA as an objective source of world, regional and U.S. news and information. To that end, all VOA journalists will:

Always travel on regular, non-diplomatic passports, and rely no more and no less than private sector correspondents on U.S. missions abroad for support, as set out in the guidelines for VOA correspondents.

Assist managers whose duty is to ensure that no VOA employee, contract employee or stringer works for any other U.S. government agency, any official media of another state, or any international organization, without specific VOA authorization.

Adhere strictly to copyright laws and agency regulations and always credit the source when quoting, paraphrasing, or excerpting from other broadcasting organizations, books, periodicals, or any print media.

In addition to these journalistic standards and principles, VOA employees recognize that their conduct both on and off the job can reflect on the work of the Voice of America community. They adhere to the highest standards of journalistic professionalism and integrity. They work to foster teamwork, goodwill and civil discourse in the workplace and with their colleagues everywhere in the world, all to enhance the credibility and effectiveness of the Voice of America.

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