

SOLICITATION, OFFER AND AWARD				1. Type of Solicitation: Informational (RFI) Request for Quote (RFQ) Negotiated (RFP)		Page 1	
2. Solicitation Number			3. Solicitation Title			4. Date Issued	
5a. Issued By			For Information, Contact:				
			5b. Name			5c. Phone	
			5d. Email				
SOLICITATION							
6. Offers must be received ON OR BEFORE _____ EASTERN TIME at:						7. Delivery Arrangement	
the office address in Block 5a with _____ copies _____ another location (see Section L)						FOB Destination FOB Origin	
8. Table of Contents							
Sec.	Description	Page(s)	Sec.	Description	Page(s)		
Part I – The Schedule			Part II – Contract Clauses				
A	Solicitation, Offer and Award Form		I	Contract Clauses			
B	Supplies or Services and Prices/Costs		Part III – List of Documents, Exhibits and Other Attachments				
C	Description/Specifications/Work Statement		J	List of Attachments			
D	Packaging and Marking		Part IV – Representations and Instructions (Removed at Award)				
E	Inspection and Acceptance		K	Representations, Certifications, and Other Statements of Offerors			
F	Deliveries and Performance						
G	Contract Administration Data		L	Instructions, Conditions, and Notices to Offerors			
H	Special Contract Requirements		M	Evaluation Factors for Award			
OFFER (must be fully completed by offeror)							
9. The undersigned agrees to perform in compliance with the terms and conditions in the following pages if this offer is accepted within 120 calendar days from the date for receipt of offers specified in Block 6.							
10. Acknowledgement of Amendments <i>(the offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>		Amendment No.		Date			
		Amendment No.		Date			
		Amendment No.		Date			
		Amendment No.		Date			
		Amendment No.		Date			
11. Prompt Payment Discount <i>(Calendar Days)</i>		12. Authorized Signature				13. Date Signed	
No. of Days	%						
14. Name and Address of Offeror		15. Signer Information <i>(type or print)</i> :					
		a. Name			b. Phone		
		c. Title					
		d. Email					
AWARD (to be completed by Government)							
16. Contract No. <i>(Solicitation No. + Suffix if applicable)</i>				17a. Name of Contracting Officer			
The signature of the Contracting Officer in Block 17 constitutes acceptance of the Offeror's proposal dated _____ and consummates the contract, which consists of this Solicitation, Offer and Award Form and the referenced proposal.				17b. U.S. House of Representatives Signature		17c. Date Signed	

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 2
---------------------	-----------------------------------	---	-----------------

TABLE OF CONTENTS

SECTION B – Supplies or Services and Pricing

B.1 Pricing Schedule

SECTION C – Description of Supplies and Services

C.1 Description /Specifications/Scope of Services

SECTION D – Packaging and Marking

D.1 Payment of Postage and Fees

D.2 Packaging and Marking

SECTION E – Inspection and Acceptance

E.1 Inspection

E.2 Acceptance

E.3 Title / Transfer/ Risk of Loss

SECTION F – Deliveries or Performance

F.1 Period of Performance

F.2 Option to Extend the Term of the Contract

F.3 Place of Performance

F.4 Notice to the House of Delays

F.5 Suspension and Debarment

F.6 Payment for Non-Performance

SECTION G – Contract Administration

G.1 Authorized House Representatives

G.2 Authorized Contractor Representative

G.3 Delegation of Authority

G.4 Post Award Conference

G.5 Invoices

G.6 Remittance Address

G.7 Reports / Plans / Schedules

G.8 Contract Status and Review Meetings

G.9 Resolving Contract Performance Issues

G.10 Disputes

G.11 Modifications

G.12 Termination

G.13 Release of Claims

SECTION H – Standard Contract Clauses

H.1 Contract Type

H.2 Availability of Funds

H.3 System for Award Management

H.4 Insurance

H.5 Federal Tort Claims Act

H.6 Excusable Delays

H.7 Warranty

H.8 Substitutions

H.9 Buy American

H.10 Most Favored Customer Pricing

H.11 House Rules and Regulations

H.12 Compliance with Laws

H.13 House Information

H.14 Information Security

H.15 Non-Disclosure Agreement

H.16 Protection of Contractor Proprietary Data

H.17 Examination and Audit

H.18 Limitation of Liability and Indemnification

H.19 Non-Exclusivity of Rights and Remedies

H.20 Flowdown and Subcontractors

H.21 E-Verify

H.22 Background Checks

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 3
---------------------	-----------------------------------	---	-----------------

- H.23 Identification Badges**
- H.24 Key Personnel**
- H.25 Authorized Use by Other Legislative Entities**
- H.26 Covenant Against Gratuities**
- H.27 Conflicts of Interest**
- H.28 Advertising / Promotional Materials**
- H.29 Incidental Services, Travel and Other Expenses**
- H.30 Severability**
- H.31 Assignment**
- H.32 Order of Precedence**
- H.33 Safety Awareness**
- H.34 Waiver of Rights**
- H.35 Privacy and Confidentiality**
- H.36 Workforce Rights & Responsibilities Policies and Training**
- H.37 US Federal Government Holiday Schedule**

SECTION I – Special Contract Clauses

- I.1 Rights in New Work Product
- I.2 Software Escrow
- I.3 Software License Warranty
- I.4 System / Solution Warranties
- I.5 Intellectual Property Indemnity
- I.6 Documentation for Software and Equipment
- I.7 Software Versions
- I.8 Use of Hardware or Software Monitoring
- I.9 Technology Enhancement
- I.10 Self-Hosting Option
- I.11 Service Level Agreements
- I.12 Media Sanitization – Fax and Copy Machines
- I.13 **Not Applicable** Concession Terms and Contracts
- I.14 Quality Assurance Surveillance Plan
- I.15 Vendor Performance Evaluation
- I.16 Constitutional Protection Against Compelled Disclosure

SECTION J – List of Documents, Exhibits, and Other Attachments

- J.1 Attachments

SECTION K – Representations, Certifications and Other Statements of Offerors

- K.1 Financial Information**
- K.2 Insurance Information**
- K.3 Company Background and Identifying Information**
- K.4 Quality Assurance Information**
- K.5 Responsibility Certification**
- K.6 Certification of Independent Price Determination**
- K.7 Authorized Company Officials**
- K.8 Organizational Conflicts of Interests**
- K.9 Buy American Act Certification**
- K.10 General Services Administration Schedule Contract or Government-Wide Acquisition Contract Certification**
- K.11 System for Award Management**
- K.12 Certification of Training**
- K.13 Signature**

SECTION L – Instructions, Conditions and Notices to Offerors

- L.1 Content of Proposals**
- L.2 Submission of Proposals**
- L.3 Late Submissions and Revision of Proposals**
- L.4 Acknowledgement of Amendments to Solicitation**
- L.5 Information Distribution and Contacts**
- L.6 Restriction on Disclosure and Use of Data**

SECTION M – Evaluation Factors for Award

- M.1 Evaluation Factors for Award**
- M.2 Basis for Award**

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 4
---------------------	-----------------------------------	---	-----------------

M.3

Contract Award

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 5
---------------------	-----------------------------------	---	---------------

SECTION B – PRICING SCHEDULE

B.3 CLOSED-CAPTIONING SERVICES PRICING SCHEDULE

The Offeror shall provide full-time, gavel-to-gavel closed-captioning services at an accuracy rate of 98.6% at the average rate of 225 to 250 words per minute to the House. The Offeror shall furnish all personnel and equipment required to provide closed-captioning services to the House from a location exclusive from the U.S. Capitol grounds, including the U.S. Capitol Building and the buildings of the U.S. House of Representatives and the U.S. Senate.

<u>Item Number</u>	<u>Service and Price Schedule</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
01	Base Period: 36 months				
01A	Months 1 through 12	12	mo	\$ _____	\$ _____
01B	Months 13 through 24	12	mo	\$ _____	\$ _____
01C	Months 25 through 36	12	mo	\$ _____	\$ _____
02	Option Year 1: Months 37 through 48	12	mo	\$ _____	\$ _____
03	Option Year 2: Months 49 through 60	12	mo	\$ _____	\$ _____

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 6
---------------------	-----------------------------------	---	-----------------

SECTION C – DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

C.1 STATEMENT OF WORK

C.1 SCOPE OF WORK

The successful Offeror shall provide the necessary personnel, material, and equipment to provide verbatim closed-captioning services of the televised floor proceedings of the U.S. House of Representatives (House) at the start of each daily sessions and ending at time of adjournment.

C.1.1 DESCRIPTION OF SERVICES

At the commencement of the contract period, the Offeror will be ready to perform to stenographic machine shorthand-based real-time verbatim closed captioning for broadcast of the House televised floor proceedings with the convening of the next daily session of the House and will continue such service with each successive daily session of the House through the contract performance period. The services will start upon the opening of each session on each calendar day in which the House is in session and end upon the adjournment of the day’s session. For informational purposes, Section J – Appendix D is a listing of the House Legislative Activity in recent years. The Offerors will provide closed-captioning on a real-time basis from an audio-only feed of House floor proceedings provided by the House Recording Studio and transmitted to Offeror using iCap. The cost of transmission will be borne by the Offeror.

The incumbent Contractor views televised coverage (audio and video) while the House is in session via telecast on the C-SPAN network. The incumbent Contractor receives this audio and video signal independent of the House, and this C-SPAN coverage is not a requirement of the current contract. The incumbent Contractor does not rely on a local cable affiliate to assure uninterrupted, high-quality reception. Video access enables the incumbent Contractor to provide speaker identification at rates exceeding 80 percent.

Additionally, the incumbent Contractor receives the main, audio-only feed directly from the House Recording Studio via iCap. This audio-only transmission is necessitated due to instances when C-SPAN opts not to broadcast all floor activities while the House is in session or in the event the incumbent Contractor suffers a temporary loss of their independent C-SPAN feed. The incumbent Contractor, in turn, encodes the audio portion of the floor activities and returns the signal, in the form of a data string, exclusively to the House Recording Studio via modem. The House Recording Studio then splits and transfers the data feed to the House’s two insertion devices. The two encoders add the data as captions to the House’s internal broadcast and to the C-SPAN television signal.

In accordance with this service, the incumbent Contractor will only transmit captions, or the recording thereof, to the House and will monitor and verify the captions/signals via the C-SPAN Television Network to ensure that they are being fed properly to the House. Therefore, the prospective Offerors responding to this RFP must ensure that equipment used to closed-caption the House floor proceedings are capable of receiving and/or transmitting signals that are compatible with EEG HD492 iCap and are encouraged to follow the same or similar process (as the incumbent Contractor) to maintain the integrity of the system. Section J – Appendix C includes EEG HD492 iCap encoders. The House will utilize current industry standards. In the event the encoders are replaced or upgraded with new ones, the successful Offeror awarded a contract under this RFP shall ensure that equipment used to closed-caption the House floor is compatible with any new units.

C.1.2 PERFORMANCE STANDARDS

The accuracy of closed-captioning services provided under this contract will be the sole responsibility of the Offeror. During the term of this agreement, the Offeror will maintain the level of accuracy of closed-captioning

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 7
---------------------	-----------------------------------	---	-----------------

services provided under this contract at not less than 98.6 percent accuracy at the average rate of 225 to 250 words per minute. Failure to comply with this standard may be grounds for liquidated damages and/or termination. The Offeror will be responsible for responding in a timely manner to complaints or other notices or advice regarding inaccuracies in closed-captioning. The Offeror will coordinate any such response to a House office through the Contracting Officer.

The House will make a best effort to provide materials to the Offeror throughout the term of the contract that will assist the Offeror in the creation of captions. Specifically, the House, through the CO, agrees to provide access to official Member photos. Similar and duplicate names lists, weekly Whip notices, and other supporting information will be made available via website access.

C.1.3 BROADCAST CREDITS

At the opening and close of each House session, the Offeror will provide the following credit, the substance of which applies to the Offeror's action as well:

“Captioning Made Possible By (insert Contractor’s name) In Cooperation With the United States House of Representatives. Any Use of The Closed-Captioning Coverage of The House Proceedings For Political Or Commercial Purpose Is Expressly Prohibited By the United States House of Representatives.”

C.1.4 CONTINUANCE OF SERVICE

The successful Offeror shall provide verbatim closed-captioning services whenever the House is in session.

C.1.5 STAFFING REQUIREMENTS

All Offeror personnel assigned to work this contract shall be fully qualified, experienced, trained, and physically able to perform the work required. The Offeror further agrees to ensure that all employees are trained to:

- . Understand performance expectations
- . Have the skills and knowledge to meet performance expectations
- . Know, and can use, new and upgraded products and techniques
- . Understand and can adjust their methods to meet industry trends
- . Be able to consistently meet or exceed the expectations of the House

C.1.6 KEY DELIVERABLES AND SCHEDULE PRIOR TO COMMENCEMENT OF SERVICES

At any time after the contract award date and prior to the commencement of the contract, the Offeror may request of the CO DVDs of the floor proceedings and other such materials as may be reasonably necessary to assist the Offeror with Member identification and in preparing for the creation of captions. Any videotapes and/or DVDs provided to the Offeror remain the property of the House and shall be returned to the CO prior to the commencement period of the contract.

Exhibit 1 below is a schedule of the key deliverable prior to commencement of work. A definition of each deliverable is provided herein. The deliverables pursuant to Exhibit 1 shall be considered as “not separately priced” items.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 8
---------------------	-----------------------------------	---	-----------------

Exhibit 1: Schedule of Key Deliverables Prior to Commencement (Based on an estimated contract start date of January 1, 2023).

<u>Deliverable</u>	<u>Description</u>	<u>Start Date</u>	<u>Finalized</u>
1.6.1	Kick-off Meeting and Finalization of Procedural Plan	- - -	12/19/22
1.6.2	Phase-In Operations	12/20/22	12/21/22
1.6.3	Operational Preparedness Review and Report	12/22/22	12/30/22

C.1.6.1 PROJECT “KICK OFF” AND FINALIZE PROCEDURAL PLAN

Following contract award, the Contractor shall conduct a project “kick-off” meeting, in which the selected Offeror provides an overview of the engagement approach, introduces key personnel, and discusses the “rules of engagement” or communication protocols for the project. The purpose of this meeting is to review goals and objectives and the Contractor’s approach to tasks as specified in the procedural plan of the proposal. The meeting will provide management information for use by the Contractor and the CO in monitoring the work to be performed, the timeliness of performance, and the resources to be used.

C.1.6.2 PHASE-IN OPERATIONS

The Contractor’s key personnel, as identified in the Contractor’s proposal, shall observe any operations of the current closed-captioning operation and any other operations as deemed necessary by the Contractor that will enable its personnel to become both knowledgeable in, and familiar with, their assigned areas of responsibility. The Contractor shall ensure, during phase-in activities, that there is no interference with House activities and that discussions with current Contractor employees while they are on duty are coordinated by the CO, or her designated representative. The Contractor shall coordinate all visits in advance and arrange to be accompanied by the COR previously designated for that purpose, and the Contractor’s activities shall be confined to those which can take place prior to the contract period.

C.1.6.3 CONDUCT OPERATIONAL PREPAREDNESS REVIEW AND REPORT

The Contractor shall conduct and successfully complete a “pre-live” preparedness review. The Contractor shall prepare a comprehensive checklist, which is aligned with the overall work requirements and approved procedural plan, that demonstrates all systems are in place and fully functional prior to actual system “cut over” from the incumbent Contractor. As part of this review, the CO may require the Contractor to submit a real-time captioning test from proceedings of the CO’s choosing to ensure the Contractor’s readiness to initiate full scale, real-time verbatim closed-captioning for broadcast of the House televised floor proceedings and evidence of technical capability to receive and transmit the necessary television signals. A report shall be provided for review and approval by the COR ten (10) days prior to the start date.

C.1.7 PHASE-OUT PROVISIONS

The Contractor shall provide a plan describing actions, plans and procedures to a smooth transition from contract performance in the current term to performance, perhaps by a different Contractor, in another term. It is the goal of

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 9
---------------------	-----------------------------------	---	-----------------

the House to suffer no degradation in service from start to finish. Phase-out plans shall include provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding.

The Contractor shall present a detailed plan for any phase-out period, regardless of precipitating reasons. The plan shall include procedures for minimizing impact on operations in compliance with requirements in the contract. It shall also (1) present procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract, and (2) describe in detail how responsibility and accountability will be relinquished for all House-owned furnished equipment (if applicable).

The Contractor shall coordinate all activities and work cooperatively with the incoming Contractor and/or House employees to effect a smooth and orderly transition at the end of the contract period. The Contractor shall respond to all customers' complaints in a timely manner and provide a summary of complaints and resolutions as part of the quarterly written status reports.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 13
---------------------	-----------------------------------	---	------------------

b. Causes for Suspension and Debarment. The House may suspend or debar a contractor suspected, upon adequate evidence, of:

- i. 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;
- ii. violation of Federal or State antitrust statutes relating to the submission of offers;
- iii. 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;
- iv. delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000);
- v. knowing failure by a principal, until three (3) years after final payment on any Government contract awarded to the Contractor, to timely disclose to the Contracting Officer, in connection with the award, performance or closeout of the contract or subcontract thereunder, credible evidence of a: (A) violation of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code; (B) violation of the civil False Claims Act (31 U.S.C. 3729-3733); or (C) significant overpayment(s) on the Contract; or
- vi. commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the Government contractor or subcontractor.

Indictment for any of the causes listed above constitutes adequate evidence for suspension and/or debarment. The House may, upon adequate evidence, also suspend a contractor for any other cause so serious or compelling a nature that it affects the present responsibility of the Government contractor or subcontractor.

c. Suspension. If suspended, the Contractor is temporarily disqualified from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, pending the completion of an investigation and any ensuing legal proceeding(s).

- i. *Procedures.* The Contracting Officer initiates suspension and debarment proceedings. If the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the individual or company immediately by certified mail, return receipt requested:
 1. that the individual or company has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities: (A) of a serious nature in business dealings with the House; or (B) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
 2. that the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue.
 3. of the cause(s) relied upon for imposing suspension;
 4. of the effect of the suspension; and

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 14
---------------------	-----------------------------------	---	------------------

5. that, within thirty (30) calendar days after receipt of the notice of suspension, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- d. GSA Notification. The House reserves the right to notify GSA if the Contractor is suspended, debarred or proposed for suspension or debarment by the House.
 - e. GSA Suspension and Debarment. After being listed on the System for Award Management (“SAM”), the House shall not solicit offers from, award contracts to or consent to subcontracts with the listed contractor, unless the House’s Chief Administrative Officer determines that there is a compelling reason for such action. Furthermore, contractors listed on SAM are excluded from conducting business with the House as agents or representatives of other contractors.
 - f. Debarment. If debarred, the Contractor is excluded from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, for a defined period of time, generally not to exceed three (3) years.
 - i. *Procedures*. If the Contractor and any specifically named affiliates are proposed for debarment, the House shall advise the individual or company immediately by certified mail, return receipt requested:
 1. that debarment is being considered;
 2. of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;
 3. of the cause(s) relied upon for proposing debarment;
 4. that, within thirty (30) calendar days after receipt of the notice, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
 5. of the effect of the issuance of the notice of proposed debarment;
 6. of the potential effect of an actual debarment; and
 7. of the House’s procedures governing debarment decision-making.

The decision of the Chief Administrative Officer on the merits of a debarment shall be final. A decision may be appealed by the Contractor to the Committee on House Administration, in writing, within ten (10) calendar days of receipt of notification of the decision. However, the only basis for appeal is that the Chief Administrative Officer failed to follow the procedures established herein. No other basis for appeal will be considered by the Committee on House Administration.

- ii. *Notice*. In the event that the Chief Administrative Officer makes a determination to impose debarment, the House shall give the Contractor and any subcontractors affiliated with the project prompt notice by certified mail, return receipt requested:
 1. referring to the notice of proposed debarment;
 2. specifying the reasons for debarment; and

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 15
---------------------	-----------------------------------	---	------------------

3. stating the period of debarment, including effective dates.

F.6

PAYMENT FOR NON-PERFORMANCE

APRIL 2013

- a. General. If the Contractor fails to comply with this Contract or any extension, the House may terminate this Contract under the termination clause of the Contract. The Contractor shall be liable for fixed, agreed damages as provided for in this clause, accruing until the time the House may reasonably obtain delivery or performance of similar services.

- b. Payment for Non-Performance. In the event that the Contractor fails to perform as stipulated in this Contract, and such failure is not for a reason beyond the control of the Contractor, the House may charge the Contractor twice the daily billed amount to the House for the applicable service(s) provided, or in the case of goods, the value of the goods/equipment, multiplied by the number of calendar days of late delivery. The House may also obtain payment equal to the costs incurred by the House to rectify, mitigate and repair the damages caused by the Contractor's failure to comply and/or perform. The House may obtain performance from another source and charge and collect all administrative costs incurred with entering in to a new contract plus the increase in costs to the House of the new plan, if higher than the billing rate of the non-performing and/or non-compliant Contractor.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 17
---------------------	-----------------------------------	---	------------------

The ACR serves as the Contractor's liaison between the Contractor and the COR. The ACR shall provide periodic status reports to the COR pursuant to the clause titled, "Reports / Plans / Schedules" of this Contract. All status reports, schedules and invoices must be approved by the COR in accordance with the terms and conditions of the Contract. The Contractor shall provide the name of the ACR to the House upon submission of a proposal and notify the House of any subsequent changes.

G.3 DELEGATION OF AUTHORITY APRIL 2013

The parties to this Contract, in their discretion, may delegate to representatives within their respective organizations any of their administrative functions in connection with this Contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this Contract will be made in writing to the Contracting Officer.

G.4 POST AWARD CONFERENCE APRIL 2013

A post award conference will be held with the Contractor to review contract administration issues; unless the House and the Contractor determine that such a conference is not necessary.

G.5 INVOICES DECEMBER 2014

- a. Invoice Information. A proper invoice shall minimally include:
 - Contractor Name, Address and Phone Number
 - Name of Contractor Point of Contact
 - House Contract Number
 - Work/Delivery Order Number (as appropriate)
 - Invoice Number
 - Invoice Date
 - Invoice Page Number (each page of an invoice shall minimally also contain the Contractor name, invoice number and invoice date)
 - Payment Terms, if appropriate (example: 2% 10 - net 30)
- b. Deliverables. For each deliverable included on the invoice, the invoice shall include, as applicable:
 - Contract Line Item Number
 - Period of Performance
 - Brief Description of Item
 - Quantity Delivered
 - Unit Price
 - Extended Price
 - Total Price of all deliverables contained on Invoice
- c. Submissions. Invoices for goods, equipment and services shall be submitted by e-mail or facsimile to the point of contact specified in the Contract.
- d. Discounts. For services and goods (other than equipment), any cash discount period will be computed from the date the invoice is received. For equipment, any cash discount period will be computed from the date/time stamped on the EIN form.
- e. Follow-up Invoices. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Any questions from the Contractor regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 18
---------------------	-----------------------------------	---	------------------

- f. Taxes. The House is exempt from all direct taxes, including any sales and use taxes.
- g. Freight. In general, all freight, shipping and handling charges are the responsibility of the Contractor. Unless expressly included and itemized in the Contract, no charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fee, permits, cost of bonds or for any other purpose will be paid by the House.
- h. Equipment Installation Notice. No payment for equipment (*i.e.*, goods/items with a serial number) will be made unless an EIN form, complete with serial numbers, or other commonly used Product Identification Numbers of delivered equipment, maintenance information and signature of the Member, Chairperson or Officer in the office receiving the equipment, is provided to the CAO Central Receiving. The installation date, warranty period and maintenance start date, if applicable, will commence on the CAO time stamp date which appears on the EIN form, regardless of the actual installation date.

G.6 REMITTANCE ADDRESS APRIL 2013

- a. Electronic Funds Transfer. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by EFT. To enable the House to send payments electronically to the Contractor's financial institution, the Contractor must first complete an EFT enrollment form to provide a signature and certain information regarding the financial institution. Please visit the House's website at www.house.gov for appropriate forms or call the EFT Help Line at 202-226-2277.

G.7 REPORTS / PLANS / SCHEDULES APRIL 2013

All reports, plans, schedules, and other submittals required to be submitted by the Contractor to the House under this Contract are subject to approval by the Contracting Officer, or, if authorized by the Contracting Officer, the approval of the COR.

- a. Approval. Until the Contractor's required submissions are approved by the Contracting Officer (or the COR, if authorized), the Contractor's performance will continue to be governed by the Contractor's previously approved submissions, or as directed by the Contracting Officer (or the COR, if authorized).
- b. Minimum Information. At a minimum, the performance summary report shall include the following information:

After award of the contract, the Contractor shall provide quarterly written status reports within ten (10) working days after the start of a new quarter to the Contracting Officer's Representatives (COR). The status report shall include:

- . Contract Number and Reporting Period
- . Contractor Manager Name and contact information
- . Hours and Dates of Closed-Captioning Services provided during the period
- . Longest captioned day
- . Major Events during the period
- . Problems identified by the House broadcast studio and resolution status
- . Problems related to volume and multiple feeds and resolution status
- . Documentation of the accuracy-level achieved during the period
- . A summary of outstanding issues and the proposed solution for said issues.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 19
---------------------	-----------------------------------	---	------------------

c. Additional Information. The Contractor shall provide the COR performance summary reports acceptable in content and format. The House may request that the Contractor provide additional information in connection with any performance summary report submitted. If additional information is requested, the Contractor shall provide the COR the requested information within ten (10) calendar days of the request or sooner as requested by the COR. Failure to submit an acceptable performance summary report may subject the Contractor to penalties for non-performance and/or jeopardize renewal of this Contract.

d. Timeframes. The Contractor’s on-time submission of the required deliverables is critical to the overall successful performance of the Contract. The reports shall be submitted as requested by the COR

G.8 CONTRACT STATUS AND REVIEW MEETINGS APRIL 2013

As determined necessary by the COR, contract review/status meeting shall be scheduled. The purpose of the meetings is to review the performance summary reports, performance evaluations, current/outstanding issues and provide the Contractor with any House-related informational materials. The House will use these meetings as a tool to monitor the Contractor’s performance and to address and resolve potential problems, which will increase the likelihood of successful Contract performance.

G.9 RESOLVING CONTRACT PERFORMANCE ISSUES APRIL 2013

- a. Notification. The Contractor shall immediately bring all performance issues to the attention of the COR. Likewise, the COR shall immediately bring all real or apparent performance issues to the attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of this Contract.
- b. Resolution. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the Contract, the COR will immediately notify the Contracting Officer. The Contracting Officer, with input from the COR, Contracts Specialist and subject matter experts, if necessary, will attempt to resolve performance issues to the mutual satisfaction of both the House and the Contractor.
- c. Remedies. If performance issues cannot be resolved to the mutual satisfaction of both the House and the Contractor, the Contracting Officer may pursue any of the remedies provided for under this Contract, up to and including termination of all or part of this Contract.

G.10 DISPUTES DECEMBER 2014

The parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute persists, the parties shall follow the administrative procedures set forth in the “Disputes” section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request and are described below:

- a. Submission of Claim. The Contractor may submit a written claim to the Contracting Officer seeking a final decision. The period for submission of written claims expires six (6) months from the date of completion of the Contract. The Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer’s direction during the entirety of the dispute or appeal process. A claim by the Contractor shall be decided by the Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy of the final decision to the Contractor. The Contracting Officer’s decision on the dispute shall be final unless the Contractor appeals to the Chief Administrative Officer as set forth below.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 21
---------------------	-----------------------------------	---	------------------

- b. Payments. Unless otherwise set forth in this Contract, if the Contractor and the House fail to agree on the amount to be paid because of the termination for convenience, the House will pay the Contractor the percentage of the Contract price reflecting the percentage of the work performed prior to the Notice of Termination, plus reasonable termination-related charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using the Contractor’s standard record keeping system. The Contractor will use generally accepted accounting principles that are in accordance with auditing standards promulgated by the International Accounting Standards Board, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to or determined under this clause. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- c. Termination for Default/Cause. The House may, with written notice of default to the Contractor, terminate this Contract in whole or in part for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract term or condition, or fails to provide the House, upon request, with adequate assurances of future performance. In the event of termination for cause, the House shall not be liable to the Contractor for any amount for goods or services not accepted, and the Contractor shall be liable to the House for any and all rights and remedies provided by law. Generally, after the written notice and prior to terminating this Contract for default, the House will provide the Contractor five (5) calendar days to cure the defective performance; however, if the defective performance results in a breach of information security, substantial harm to the House, or a failure to meet the delivery schedule, the House reserves the right to immediately terminate this Contract for default, without providing the Contractor a cure period. The Contractor shall diligently continue to perform the work not terminated. If it is determined that the House improperly terminated this Contract for default/cause, such termination shall be deemed a termination for convenience. All disputes arising under or related to this Contract shall be resolved under the provisions of this Contract and the procedures set forth in the “Disputes” section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.

G.13

RELEASE OF CLAIMS

APRIL 2013

After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States arising out of this Contract, other than claims specifically excepted from the operation of the release.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 22
--------------	----------------------------	--------------------------------------	---------

SECTION H – STANDARD CONTRACT CLAUSES

H.1

CONTRACT TYPE

FEBRUARY 2016

- Firm-Fixed-Price (FFP) Contract.
- Time and Materials/Labor Hours Contract
 - a. This is a time and material/labor hours contract for services specified and effect for the period stated.
 - b. Contractor will provide contractor support at specified fixed hourly rates that are fully burdened and include wages, overhead, profit and general and administrative expenses.
- Indefinite Delivery / Indefinite Quantity
 - a. This is an Indefinite-Delivery/Indefinite-Quantity (“IDIQ”) contract for the supplies or services specified and effective for the period stated. The quantities of supplies and services specified in this Contract are estimates only.
 - i. Orders. Delivery or performance shall be made only as authorized by orders issued in accordance with this Contract. Orders shall be at the fixed prices/rates set forth in this Contract and may be awarded on a Time-and-Material or Firm-Fixed Price basis.
 - ii. Quantity. The Contractor shall furnish to the House, when and if ordered, the supplies or services specified up to and including the quantity designated in the Contract as the “maximum.” There is no limit on the number of orders that may be issued, and the House may issue orders requiring delivery to multiple destinations or performance at multiple locations.
 - b. Ordering. All work performed by the Contractor shall be authorized by individual orders. Issuance of orders is at the sole discretion of the House.
 - c. Discretionary Contract. Use of this Contract to obtain the products and/or services provided herein is at the sole discretion of the House. No legal liability exists on the part of the House to order all products and/or services provided herein exclusively through this contract vehicle (i.e., this is not a “requirements” contract). The maximum amount that can be awarded under single or multiple orders is [_____].
 - d. Express or Formal Modifications. All other terms and conditions of the initial Contract shall remain unchanged, except where expressly and formally modified by both parties.
 - e. Fixed Rates for Services. **[REMOVE THIS SECTION FOR NON-SERVICE CONTRACTS]** The following fixed rates shall apply for payment purposes for the duration of the Contract. Please note that the labor hours set forth below are estimates for the periods indicated and exact hours will be determined based upon individual orders as the need for services become known. The labor classifications are defined in Section [___], Attachment [___]. Any labor classifications other than those listed shall not be requested by the House nor shall the Contractor provide them under this Contract.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 23
---------------------	-----------------------------------	---	------------------

- i. Rates. The rates set forth in the attachment cover all direct labor expenses and indirect expenses (i.e., overhead, general and administrative expenses) and profit.
- ii. Invoicing and Payment. The Contractor shall invoice for only the time of the personnel whose services are applied directly to the work called for in individual orders and accepted by the COR. The House shall pay the Contractor for the life of a work order at rates in effect when the work order was issued, even if performance under the work order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the Contract. These records must document time worked and work performed by each individual on all orders.
- iii. Billing. An individual will be billed at the labor rate designated by the labor category to which he or she is assigned according to the specific work order under which that individual is performing work. (For example, if a partner is assigned through a work order as an audit manager, the partner shall be billed at the audit manager rate.) In no event shall an individual be assigned or billed at a labor rate higher than that for which he or she has been contractually approved in the pre-award phase.

H.2 AVAILABILITY OF FUNDS DECEMBER 2014

The House’s obligation under this Contract is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the House may arise until the funds are made available to the designated Contracting Officer through an Appropriations Act for operations of the House. Issuance of a contract to the Contractor bearing the signature of a Contracting Officer shall constitute evidence that such funds are available.

H.3 SYSTEM FOR AWARD MANAGEMENT OCTOBER 2014

The Contractor shall register or be registered in the SAM database (www.sam.gov) within ninety (90) calendar days from the date of award. The Contractor shall ensure that all information contained in its SAM registration is current, complete and accurate throughout the performance period of this Contract and until final payment is made by the House. To successfully register in the SAM database, the Contractor must provide its Dun & Bradstreet Data Universal Numbering System (“DUNS”) number or DUNS+4 number. The Contractor must also provide its Taxpayer Identification Number, as validated by the Internal Revenue Service. Unless the Contractor’s SAM registration is marked “Active,” the registration requirement is not met. Not applicable to Independent Contractors. The Contracting Officer may waive this requirement in writing only.

H.4 INSURANCE APRIL 2013

The Contractor shall carry and maintain, during the entire period of performance under this Contract, the following levels of insurance coverage as required by law:

- a. Worker’s Compensation. Workers’ compensation and employee’s liability insurance: a minimum of one hundred thousand dollars (\$100,000) per incident;
- b. Comprehensive. Comprehensive general liability: a minimum of one million dollars (\$1,000,000) bodily injury per occurrence;
- c. Automobile. Automobile (vehicle) general liability insurance: a minimum of two hundred thousand dollars (\$200,000) per person; one million dollars (\$1,000,000) per accident; property damage fifty thousand dollars (\$50,000.00); and/or

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 24
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d. Other. Other insurance as required and specified in this Contract.

Upon request of the Contracting Officer, the Contractor shall promptly provide proof of insurance coverage.

H.5 FEDERAL TORT CLAIMS ACT APRIL 2013

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

H.6 EXCUSABLE DELAYS DECEMBER 2014

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

H.7 WARRANTY DECEMBER 2014

- a. Term. The term of the warranty shall begin on the date of acceptance. For equipment, the installation date and the warranty period will commence on the time stamp date which appears on the EIN form.
- b. Newly Manufactured Goods and Equipment. Unless this Contract specifies otherwise, the Contractor warrants that all goods and equipment provided are new. Used or reconditioned goods and equipment are prohibited, unless otherwise specified. If the Contractor believes that furnishing other than new material will be in the House's interest, the Contractor shall so notify the House in writing prior to delivery, specify the price reduction proposed and request authority to deliver such material.
- c. Goods, Equipment and Services. The Contractor warrants that the goods, equipment and services will be free from defects in materials and workmanship for a minimum of ninety (90) calendar days, as follows: (i) after completion of performance of services; (ii) after acceptance of goods, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply; and/or (iii) from the date that the EIN form is date-stamped by CAO Central Receiving for equipment, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply. Should the Contractor's goods, equipment or services prove to be defective within said applicable warranty period, the Contractor shall promptly replace or repair said goods or equipment or correct such services in accordance with the requirements of this Contract, upon receipt of written notice from the House and without cost to the House. If such goods, equipment or services cannot be brought into compliance with this Contract in a timely manner, as determined by the House, the House may require a refund, in whole or in part, from the Contractor.
- d. Software. For the delivery of commercial software (*i.e.*, software that has been sold, leased or licensed to the general public), the Contractor warrants that such software will perform in accordance with the software license and accompanying documentation (*e.g.*, nonproprietary manuals and other materials). The Contractor further warrants that the commercial or proprietary software delivered under this Contract will be free, at the time of delivery, of harmful code (*i.e.*, computer viruses, worms, trap doors, time bombs, disabling code or any similar

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 25
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malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software).

- e. Intellectual Property. The Contractor warrants that the goods, equipment and services furnished under this Contract will not infringe or violate any U.S. intellectual property right, including, without limitation, rights in trade secrets, copyrights and U.S. patents.
- f. Excluded / Limited Warranties. If the Contractor wishes to exclude or limit these implied warranties, it shall be the Contractor's responsibility to offer and agree with the House on an express warranty that includes terms (including the length of the warranty) equal to or better than those offered to comparable customers in customary commercial practice. The express warranty, if any, shall be included as an addendum to the Contract.

H.8 SUBSTITUTIONS DECEMBER 2014

The Contractor shall not tender substituted goods or equipment or use any specification in lieu of those applicable to this Contract without the prior written consent of the Contracting Officer.

H.9 BUY AMERICAN APRIL 2013

Unless otherwise specified in this Contract, goods and equipment acquired hereunder shall be of the growth and manufacture of the United States, provided such goods and equipment, as measured by cost of components, can be procured upon as good terms as to quality and price as are demanded for like items of foreign growth and manufacture.

- a. As used in this clause and the clause of this solicitation entitled "Buy American Act Certification," the following definitions apply:
 - i. "Component" means an article, material or supply incorporated directly into an end product.
 - ii. "Cost of components" means: (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described item a(ii)(1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means: (1) an unmanufactured end product mined or produced in the United States; or (2) an end product manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials and supplies to be acquired under the Contract for House use.
 - v. "Foreign end product" means an end product other than a domestic end product.
- b. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 26
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end products in the provision of the solicitation entitled “Buy American Act Certification.”

H.10 MOST FAVORED CUSTOMER PRICING APRIL 2013

During the term of this Contract, prices for the goods, equipment and services required under this Contract must be equal to or lower than those offered the most favorable customer for similar quantities under comparable terms and conditions. When requested by the Contracting Officer, the Contractor must show that the prices offered the House match or are less than those offered to the Contractor’s most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by the Contracting Officer throughout the term of the Contract. Any price reductions offered to other customers must be offered to the House if similar item quantities are involved.

H.11 HOUSE RULES AND REGULATIONS DECEMBER 2014

This Contract shall be governed by and shall be interpreted in accordance with all applicable statutes, House Rules (clerk.house.gov/legislative/house-rules.pdf) and House Regulations.

H.12 COMPLIANCE WITH LAWS APRIL 2013

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract, including laws prohibiting discrimination on the basis of race, religion, color, sex, national origin, age or disability.

H.13 HOUSE INFORMATION OCTOBER 2014

- a. Ownership, Access and Release of House Information. The House and the Contractor agree that all “House Information” shall remain the exclusive property of the House. As used herein, and subject to the specific exclusions below, “House Information” means (i) all information related to this Contract, (ii) all information (including all work papers, products, drawings, products, code, House records, files, forms, data and other information and documents in electronic or hard-copy form) collected, stored, processed, developed or otherwise accessed by the Contractor and subcontractor in performing this Contract, and (iii) all other information that is of such nature that a reasonable person would understand such information to be House Information. House Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, or (C) required to be disclosed under applicable law, subject to the further requirements of Section I.16 where incorporated into this Contract. The Contractor shall not provide access to, make unauthorized copies of, and/or release any House Information without prior written approval by the Contracting Officer, and subject to the further requirements of Section I.16 where incorporated into this Contract.
- b. Return of House Information. Upon the request of the applicable House entity or the Contracting Officer, or in any event promptly upon the termination of this Contract, all House Information made available hereunder, including electronic copies and any applicable backup copies thereof, shall be returned or, if directed or permitted by the applicable House entity or the Contracting Officer, destroyed, and the Contractor shall certify that it does not retain such House Information. Similarly, the Contractor shall require its subcontractors to return or destroy House Information upon completion of work under this Contract. The Contractor shall require that its subcontractors certify that such information is not retained. Failure to comply with the provisions of this clause may result in penalties prescribed under House rules at the discretion of the Contracting Officer.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 27
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H.14

INFORMATION SECURITY

OCTOBER 2014

- a. Compliance. All Contractor and subcontractor software, hardware and personnel that interface with House offices (including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (“HIR”)) are subject to and shall comply with the rules, regulations and sanctions outlined in the House Information Security Policies (“HISPOLS”), House Information Security Publications (“HISPUBS”) and HIR Security Standards, which will be provided upon request, as required by the Contract. The Contractor agrees to instruct its employees and subcontractors in connection with this Contract of their obligations to comply with all security standards and requirements of the House.
- b. System Servers. All Contractor and subcontractor system servers shall be certified by the Office of Cybersecurity prior to integration within the House network. This certification shall follow successful completion of the House system security compliance audit process. The Contractor must be able to provide evidence of security risk mitigation (as applicable) to the Office of Cybersecurity, prior to the integration within the House network.

H.15

NON-DISCLOSURE AGREEMENT

APRIL 2013

Due to the sensitive and confidential nature of information that the Contractor and subcontractors may come in contact with during the performance of this Contract, the Contractor, subcontractor and all personnel with access to House Information shall sign the House’s “Non-Disclosure Agreement” form, as provided by the Contracting Officer. The Non-Disclosure Agreement forms must be completed prior to commencing work under this Contract. The Non-Disclosure Agreement states in part that the individual signing the form agrees and understands that he or she will not disclose any House Information, including House Sensitive Information, received in the course of service to the House.

H.16

PROTECTION OF CONTRACTOR PROPRIETARY DATA

APRIL 2013

- a. Contractor Proprietary Data. The House agrees that all material appropriately marked or identified in writing as “Contractor Proprietary,” and furnished hereunder by the Contractor to the House, are provided for the House’s use for the purposes of this Contract only. All such proprietary data, including software, shall remain the property of the Contractor, subject to the House’s “Government Purpose Rights” license.
- b. Destruction of Licensed Materials. The House will take reasonable steps to ascertain, prior to disposing of any media containing licensed materials, that such licensed materials contained thereon have been erased or otherwise destroyed.
- c. Compliance. The House agrees that it will take reasonable steps by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

H.17

EXAMINATION AND AUDIT

DECEMBER 2014

The Contractor agrees that the House, or its designated representative, shall have the right to review and copy any directly pertinent records, including records of a subcontractor, regarding the performance of this Contract. The Contractor agrees to maintain such records for possible examination or audit for three (3) years after final payment, unless a longer period of record retention is stipulated or required by law.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 28
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H.18

LIMITATION OF LIABILITY AND INDEMNIFICATION

DECEMBER 2014

- a. Damage or Loss to Property. The Contractor assumes all risk of loss of or damage to any property of the House (except for House Information, which is discussed in paragraph (b) below) entrusted to the Contractor while in the Contractor's possession or otherwise under the Contractor's control. In the event of loss or irreparable damage, the Contractor shall promptly reimburse the House for the value of the property. Any other damage shall be promptly repaired by the Contractor at the Contractor's expense.
- b. Damage to Information. The Contractor shall protect and be responsible for any loss, destruction or damage to House Information, work product or other information needed to perform its obligations under this Contract that results from or is caused by the Contractor's acts or omissions or from the failure on the part of the Contractor to reasonably maintain and administer such House Information, work product or information. The Contractor shall be liable to the House for any damages resulting from such loss, destruction or damage.
- c. Limitation of Liability. In no event will the House be liable for consequential, special, indirect, incidental, special or punitive damages, or any loss of revenue, profit, business, savings or goodwill, regardless of the form of action or theory of recovery, even if notification has been given as to the possibility of such damages.
- d. Indemnification. To the maximum extent permitted by law and except to the extent caused by negligence of the House, the Contractor shall, at its expense, indemnify, defend with counsel reasonably approved by the House and hold harmless the House, its Members, employees and agents, from and against any losses, liabilities, damages, fines, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees and settlements, and expenses from any third party claim, action, suit or judgment to the extent caused by or arising from: (i) the negligent acts or negligent omissions or willful misconduct of the Contractor, its officers, employees, agents or subcontractors for property damage, personal injury or death; (ii) the failure of goods, equipment and/or services delivered/performed under this Contract to meet the requirements of applicable laws or regulations; (iii) the infringement or violation of any U.S. or foreign intellectual property right, including without limitation rights in trade secrets, trademarks, copyrights and patents, by any good/equipment/service provided hereunder; and (iv) a breach or alleged breach of its obligations to maintain the confidentiality of House Information and information security requirements set forth in this Contract. The House shall promptly give the Contractor notice of such claim and shall cooperate in the defense of such claims at the Contractor's expense. The disclaimers of certain damages and damages limitations in paragraph (c) above shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from the Contractor's indemnification obligations under this Contract.

H.19

NON-EXCLUSIVITY OF RIGHTS AND REMEDIES

APRIL 2013

In all cases, the rights and remedies of the House herein are cumulative and are in addition to any other rights or remedies that the House may have at law or in equity.

H.20

FLOWDOWN AND SUBCONTRACTORS

APRIL 2013

The Contractor shall be responsible for flowing down all appropriate terms and conditions of this Contract to its subcontractors and suppliers. The Contractor shall obtain prior written consent from the Contracting Officer prior to subcontracting any part of this Contract. Award of a contract resulting from an Offer proposing a specific subcontractor shall constitute approval for use of that subcontractor, but in all respects, the prime contractor shall remain responsible for performance under the contract.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 29
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H.21

E-VERIFY

APRIL 2013

a. Definitions. As used in this clause,

“Employee assigned to the contract” means an employee, of the Contractor, who was hired after December 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee: (i) normally performs support work, such as indirect or overhead functions; and (ii) does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any party that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the fifty (50) States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

b. Enrollment and Verification Requirements.

i. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.

ii. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees: (1) if the Contractor has been enrolled sixty (60) calendar days or more, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than sixty (60) calendar days, within sixty (60) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.

iii. The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program as administered by the Department of Homeland Security.

c. Web Site. Information on registration for and use of the E-Verify program can be obtained via the Department of Homeland Security Web site at www.dhs.gov/e-verify.

d. Individuals Previously Verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee who is a current employee or: (i) whose employment eligibility was previously verified by the Contractor through the E-Verify program; or (ii) who has been granted and holds an active U.S. Government security clearance for access to confidential, secret or top secret information in accordance with the National Industrial Security Program Operating Manual.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 30
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- e. Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that the Contractor enters into for the performance of this Contract.
- f. Report. Within thirty (30) days of the Contract award, the Contractor shall provide the Contracting Officer with written confirmation of (i) when the Department of Homeland Security granted E-Verify access to the Contractor, and (ii) when the Contractor first used the E-Verify verification system.

H.22 BACKGROUND CHECKS OCTOBER 2014

- a. Employee Eligibility. The Contractor must submit a report prior to the commencement of work to the COR, which lists all Contractor employees and subcontractor employees who will be working on this Contract and states that the U.S. Department of Justice, Immigration and Naturalization Service Employment Eligibility Verification Form I-9 was completed and verified for each person listed. This report must be signed and dated by a Contractor Human Resources Director or Manager. For Contractor employees and subcontractor employees placed on this contract after the initial report submission, the Contractor must complete the CAO Contractor/Contract Employee Registration Form (available on www.house.gov). This form must be signed and dated by a Contractor Human Resources Director/Manager or Executive in the Contractor’s corporate office, and presented to the COR prior to the COR initiating the background check.
- b. Background Checks. All Contractor employees and subcontractor employees working on this Contract will go through a background check conducted by the U.S. Capitol Police. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this Contract. Forms for each Contractor employee and subcontractor employee working on this Contract must be submitted prior to the commencement of work and early enough so adjudication of the results by the CAO can occur prior to the commencement of this Contract. If CAO Human Resources, after having processed the forms, determines at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, CAO Human Resources will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer’s request, any employee or subcontractor employee deemed unsuitable or unfit by the CAO from work under this Contract.
- c. Frequency. All Contractor employees and subcontractor employees working on this Contract are required to go through a background check by the U.S. Capitol Police and be cleared by the CAO every three (3) years. Additional background checks may be conducted on such Contractor and subcontractor employees at any time as warranted.
- d. Security Clearance. Contractor employees and subcontractors must be able to obtain and/or maintain a Federal government security clearance and/or pass additional background checks/investigations if access to “House Sensitive Information” (as described in HISPOL 002.0, which is available upon request) is required under the terms of this Contract. Individual House Offices or CAO Business Units may require an Office of Personnel Management Extended Background Investigation or other security clearance, as deemed necessary, at the cost to the Contractor.

H.23 IDENTIFICATION BADGES OCTOBER 2014

- a. Access. If unescorted access is required outside of normal public building visitor hours, and access to the House network or House Sensitive Information will occur, or as determined by the COR, all Contractor employees and subcontractor employees requiring access shall obtain a House identification badge issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee begins work under this Contract or subcontract. Although subject to change, public building visitor hours are Monday to Friday 7:00 a.m. to 7:00

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 31
---------------------	-----------------------------------	---	------------------

p.m., and Saturday 7:00 a.m. to 1:00 p.m., excluding Federal holidays. House identification badges will not be issued to a Contractor employee or subcontractor employee unless the Capitol Police background check (CP-491 or equal) forms are submitted and approved.

- b. Return Policy. The Contractor shall ensure that each Contractor employee and subcontractor employee promptly surrenders his or her House identification/access badge to the COR upon termination of employment or when that employee’s performance is no longer required under this Contract. The Contractor agrees to pay a fee of one hundred dollars (\$100.00) per week per badge for failure of the Contractor, a Contractor employee or subcontractor employee to comply with this obligation.
- c. Final Payment. Final payment will reflect a reduction for the fee and will not be made under this Contract until all House identification badges that were issued under this Contract have been returned to the COR, who will give them to CAO Human Resources.
- d. Lost or Stolen Badges. If a badge is lost or stolen, the contractor must complete a police report and provide a copy of the report to the COR or POC. In such cases, the fee may be waived.

H.24 KEY PERSONNEL APRIL 2013

- a. General. All Contractor personnel identified as key personnel in the proposal shall be considered “Key Personnel” in this Contract. Any changes to Key Personnel shall be documented in a modification to this Contract.
- b. Substitutions. The Contractor shall make no substitutions of Key Personnel unless the substitution is (i) necessitated by illness, death or termination of employment, (ii) requested by the COR, or (iii) requested by the Contractor and approved by the COR. The House reserves the right to request that a given resource be substituted for any reason. Approvals of Contractor requests to substitute Key Personnel for reasons other than illness, death or termination of employment shall be granted sparingly and in all instances predate the actual substitution by no fewer than fourteen (14) calendar days. In the event of a substitution, the Contractor is solely responsible for ensuring that there is a sufficient knowledge transfer to minimize delays in continuing the work being performed by the resource. Substitutions to Key Personnel shall have qualifications equal to or superior to those of the approved resource.
- c. Training and Orientation. If the House is paying the Contractor on a time-and-materials or labor-hour basis for Key Personnel, the following shall apply: for a period of time determined by the COR, but in no event more than ten (10) business days, the Contractor shall bear the cost of training and orientation of a replacement resource by the House so that the replacement resource can resume the services performed for the House at the same point and with the same efficiency as the resource being substituted (at which time the Contractor may commence billing the House for the services of the substituted resource).

H.25 AUTHORIZED USE BY OTHER LEGISLATIVE APRIL 2013
ENTITIES

Other Legislative Branch Entities can issue orders against this Contract to acquire goods, equipment and services within the scope of the Contract. The House includes Members, Resident Commissioners, Delegates, House Officers, Committees, Leadership Offices, other House Offices and joint entities.

H.26 COVENANT AGAINST GRATUITIES DECEMBER 2014

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 32
---------------------	-----------------------------------	---	------------------

The Contractor warrants that no gratuities (including entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of any Contractor, to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intent of securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. This Contract may be immediately terminated for default if it is determined by the House that a gratuity was offered or given to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intention of securing this Contract or securing favorable treatment under this Contract. No Member, Resident Commissioner, Delegate, House Officer or employee of the House shall share any personal benefit of this Contract.

H.27

CONFLICTS OF INTEREST

APRIL 2013

- a. Personal Conflicts of Interest. A personal conflict of interest exists when a Contractor employee has a financial interest, personal activity or relationship that could impair the employee's ability to act fairly and impartially when performing under this Contract. The Contractor shall have procedures in place to screen employees for potential personal conflicts of interest. The Contractor must:
- i. not assign or allow employees to perform any task under the contract for which the Contractor has identified a personal conflict of interest that cannot be satisfactorily prevented or mitigated in consultation with the Contracting Officer;
 - ii. inform applicable employees of their obligation (1) to disclose and prevent personal conflicts of interest; (2) not to use non-public information accessed through performance of the contract for personal gain; (3) to avoid even the appearance of personal conflicts of interest; and (4) to sign a Non-Disclosure Agreement;
 - iii. establish and maintain effective oversight mechanisms to verify compliance with personal conflict of interest safeguards;
 - iv. take appropriate disciplinary action in the case of employees who fail to comply with the personal conflict of interest policies established pursuant to this clause; and
 - v. report to the Contracting Officer any personal conflict of interest violation as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. The Contractor must provide follow-up reports of corrective actions taken, as necessary. Personal conflict of interest violations include: (1) failure by an employee to disclose a personal conflict of interest; (2) use by an employee of non-public information accessed through performance of the contract for personal gain; and (3) failure of an employee to comply with the terms of a non-disclosure agreement.
- b. Organizational Conflicts of Interest. An organizational conflict of interest exists when the Contractor's activities or relationships with other persons, corporations and/or entities render the Contractor unable or potentially unable to provide impartial assistance or advice to the House, or the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or the Contractor has an unfair competitive advantage. The Contractor must avoid strictly any conflict of interest or even the appearance of a conflict of interest in connection with this Contract. The Contractor shall not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.
- i. Contracting with organizations owned in whole or in part by federal government employees. An organizational conflict of interest exists when the Contractor is owned in whole or in part by federal government employees,

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 33
---------------------	-----------------------------------	---	------------------

regardless of whether the personnel are employed by the federal governmental entity where the proposal, quotation, bid, or offer is being submitted. Whenever there could be a perceived conflict of interest resulting from direct ownership the contracting officer shall be notified immediately. Ownership through a 401(k) or other substantially similar investment or retirement vehicle where no direct involvement in the organization is or can be exercised shall not be deemed a conflict.

H.28 ADVERTISING/PROMOTIONAL MATERIALS OCTOBER 2014

The Contractor agrees to submit any proposed advertising and/or promotional copy connected in any manner with this Contract and/or the House or Capitol to the Contracting Officer for approval. No news releases, press conferences or advertisements to be issued by the Contractor pertaining to this Contract or mention of the House as a customer shall be made by the Contractor without prior written approval of the Contracting Officer. This restriction applies to all media, including corporate and social web sites. The Contractor shall not use the House seal under any circumstances in any of its materials.

H.29 INCIDENTAL SERVICES, TRAVEL AND OTHER APRIL 2013
EXPENSES

Unless separately priced and awarded, the cost of all services, travel and any other expenses incurred incident to performance of work shall be borne by the Contractor. If separately priced and awarded, travel costs shall be reimbursed in accordance with the Joint Federal Travel Regulations, including per diem rate limitations.

H.30 SEVERABILITY APRIL 2013

The Contractor and the House agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract terms and conditions shall remain in full force and effect.

H.31 ASSIGNMENT OCTOBER 2014

This Contract and the rights, interests and obligations of the Contractor hereunder shall not be assigned by the Contractor without the Contracting Officer's prior written consent.

H.32 ORDER OF PRECEDENCE DECEMBER 2014

- a. Contract. In the event of an inconsistency between portions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) statement of work; (ii) other clauses of this Contract, whether incorporated by reference or otherwise; (iii) solicitation provisions; (iv) any clauses associated with purchase orders or task orders issued pursuant to the Contract and (v) the Contractor's proposal.
- b. Other. In the event that the provisions of this Contract conflict with the provisions of other Federal contracts, including orders incorporating terms of U.S. General Services Administration Federal Supply Schedule contracts, the provisions of this Contract shall govern solely to the extent of any such conflict.

H.33 SAFETY AWARENESS DECEMBER 2014

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 34
---------------------	-----------------------------------	---	------------------

The Contractor agrees to (a) instruct its employees and subcontractors working in House facilities of House grounds in connection with this Contract of their obligations to follow any emergency evacuation plans provided by the House, and (b) comply with all safety requirements of the House.

H.34 WAIVER OF RIGHTS DECEMBER 2014

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other default.

H.35 PRIVACY AND CONFIDENTIALITY MARCH 2015

- a. General. During the term of this Contract, the Contractor must not disclose to any other person or entity any “Confidential Information” obtained from the House or in connection with delivery of the services related to this Contract. “Confidential Information” means (i) all information related to this Contract, the House and all information collected, processed or otherwise accessed by the Contractor in performing under this Contract, and any data or information collected in connection with delivery of the services related to this Contract, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House. Confidential Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, (C) legally obtained from a third party, or (D) required to be disclosed under applicable law, regulation or final order of any governmental or regulatory authority or court having jurisdiction over the Contractor or the House, but only to the extent of such requirement (in which case the Contractor shall (1) give prompt notice to the House, describing in reasonable specificity and detail all Confidential Information to be disclosed and all relevant circumstances with respect to such disclosure, to enable the House to take any appropriate action in order to limit such required disclosure, and (2) provide all reasonable cooperation to the House in connection with any such action).
- b. Non-Use and Non-Disclosure of Confidential Information. The Contractor shall not, except as required by judicial order or governmental laws or regulations, during or subsequent to the term of this Contract (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the House. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Contracting Officer. The Contractor shall notify the COR immediately in the event of any loss of or unauthorized access to Confidential Information, and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information.
- c. Return of Confidential Information. Upon the request of the House, or in any event promptly upon the termination of this Contract, all Confidential Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the House, destroyed, and the Contractor shall certify that it does not retain such Confidential Information.
- d. Failure to Comply. Failure of the Contractor to comply with this confidentiality clause may be grounds for a Termination for Default by the Contracting Officer.

H.36 WORKPLACE RIGHTS & RESPONSIBILITIES POLICIES AND TRAINING APRIL 2018

- a. The Contractor shall certify that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 35
---------------------	-----------------------------------	---	------------------

- b. The contractor shall certify that all contractors providing services to the House under this contract have completed such training prior to working under this contract.
- c. Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed annual workplace harassment and discrimination prevention and rights training.

H37 US FEDERAL GOVERNMENT HOLIDAY SCHEDULE

JULY 2021

The House only recognizes U.S. Federal government-mandated or designated holidays as eligible for Non-Standard labor classification. These holidays include, but are not limited to:

- a. New Year's Day
- b. Birthday of Martin Luther King, Jr.
- c. Washington's Birthday
- d. Memorial Day
- e. Juneteenth National Independence Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veterans Day
- j. Thanksgiving Day
- k. Christmas Day

Contractor personnel assigned to this Purchase Order shall not be granted access to the United States Capitol Campus or conduct tele-work activities during the holidays listed above, except as follows: the Contractor shall provide sufficient contractor support to perform round-the-clock requirements of critical work already in process, as instructed by the Government Point of Contact, the Contracting Officer or authorized representative. No form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site or remote, unless otherwise instructed by the Government Point of Contact, the Contracting Officer or authorized representative.

The federal holiday schedule may be found on the following Web site -- <http://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays>

End of Section H

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 36
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SECTION I -- SPECIAL CONTRACT CLAUSES

I.1 RIGHTS IN NEW WORK PRODUCT APRIL 2013

- a. Ownership. The House and the Contractor agree that all data, inventions, discoveries, intellectual property, technical communications and records developed, originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs and other documentation or improvements thereto and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the House's exclusive property.
- b. Pre-Existing Materials. Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this clause will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c. Government Purpose Rights. The House shall have "Government Purpose Rights" to the Work Product. Such recipients of the Work Product may include, without limitation, executive agencies or legislative branch of the U.S. Government, state/local government entities, and other House or Senate contractors/vendors.
- d. Joint Development. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the House, may be used by either party without obligation of notice or accounting.
- e. Developing Other Materials. This Contract shall not preclude the Contractor from developing materials outside of this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the House pursuant to this Contract.

I.2 SOFTWARE ESCROW APRIL 2013

The Contractor shall place the source code for all Work Product (for which the House has paid up to the date of default or termination) and the object code for all Pre-Existing Materials (as defined in the Clause entitled, "Rights in New Work Product"), consistent with the Contractor's license rights in such materials, into escrow to protect the House's ability to operate the system/solution in the event of a Contractor default or insolvency. The terms and conditions of the Escrow Agreement shall be substantially in the form provided by the Contractor and approved by the Contracting Officer.

I.3 SOFTWARE LICENSE WARRANTY APRIL 2013

The Contractor warrants that it has full power and authority to grant the rights contained in this Contract with respect to the software without the consent of any other person. Neither the performance of the services by the Contractor nor the license to and use by the House of the software and documentation (including copying) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

I.4 SYSTEM/SOLUTION WARRANTIES APRIL 2013

In addition to any warranties set forth elsewhere in this Contract, the Contractor represents and warrants the following with regard to the system/solution:

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 37
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- a. the Contractor’s performance and the system/solution shall comply with all applicable laws, regulations, codes, standards and ordinances;
- b. the Contractor shall not introduce unauthorized code into the system/solution and has tested for such unauthorized code using industry standard tests and has not found any such unauthorized code. The Contractor further warrants that the Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies the Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the House’s use of or access to the system/solution, in whole or in part, based on any type of limiting criteria;
- c. the system/solution and all data-related output or results produced thereby: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by the House that may deliver date records from the system/solution or interact with date records of the system/solution;
- d. each copy of the Work Product provided by the Contractor, as applicable, is and will be free from physical defects in the media that tangibly embodies the copy. The Contractor shall replace, at the Contractor’s expense including shipping and handling costs, any Work Product provided by the Contractor that does not comply with this warranty; and
- e. if the software for the system/solution, in whole or in part, is replaced; upgraded; or modified by the Contractor with replacement or upgraded software components, or if the Contractor provides custom software or enhancements, the software as upgraded, replaced or modified shall operate with the rest of the software, equipment and data in the system/solution without loss of any functionality.

I.5 INTELLECTUAL PROPERTY INDEMNITY APRIL 2013

- a. With respect to claims arising from computer hardware or software manufactured by a third-party and sold by the Contractor as a reseller, the Contractor will pass through to the House such indemnity rights as it receives from such third party (“Third-Party Obligation”) and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, the Contractor will provide the House with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this subparagraph. The provisions of this subparagraph apply only to third-party computer hardware and software sold as a distinct unit and accepted by the House.
- b. Unless an applicable Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this clause will be conditional upon the following:
 - i. the House will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (1) when substantial principles of government or public law are involved, when litigation might create precedent affecting future House operations or liability, or when involvement of the House is otherwise mandated by law, the House may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability); (2) the House will have the right to approve or disapprove any settlement or compromise, which approval will not

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 38
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unreasonably be withheld or delayed; and (3) the House will reasonably cooperate in the defense and in any related settlement negotiations.

- c. Should the deliverables or software, or the operation thereof become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement or violation of a United States intellectual property right, the House shall permit the Contractor at its option and expense either to procure for the House the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverable or software by the House shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the House in procuring substitute deliverables or software. If, in the sole opinion of the House, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Contract impractical, the House shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the House has paid the Contractor less any reasonable amount for use or damage.
- d. The Contractor warrants that it has appropriate systems and controls in place to ensure that House funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of any intellectual property right, law, rule or regulation, including those addressing copyright.

I.6 DOCUMENTATION FOR SOFTWARE AND APRIL 2013
EQUIPMENT

The Contractor shall provide two (2) sets of Documentation to the House in a customary commercial format. “Documentation” means (a) all documents to be delivered under the Contract, (b) work product prepared by the Contractor to explain the use of the system/solution, and (c) all commercially available operations, technical and other manuals used in conjunction with the system/solution, including without limitation manuals provided by licensors of third-party software and by equipment manufacturers. Upgrades and revisions to this Documentation shall be provided for the term of the Contract. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If the Contractor maintains its technical, maintenance and installation Documentation on a web site, the Contractor may fulfill the obligations set forth in this clause by providing the House access to its web-based Documentation information. The Contractor grants a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished in accordance with the definition of “Government Purpose Rights” in the Clause entitled, “Rights in New Work Product.”

I.7 SOFTWARE VERSIONS APRIL 2013

Unless otherwise mutually agreed to in writing, the Contractor shall, during the term of the Contract, maintain any and all third-party software products at their most current version or, at the House’s option, no more than one (1) version back from the most current version at no additional charge for such Services. However, the Contractor shall not maintain any third-party software versions, including one (1) version back, if any such version would prevent the House from using any software functions, in whole or in part, in accordance with applicable specifications for the then-current version of the system/solution or would cause deficiencies in the system/solution. Any additional costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such product’s maintenance agreement shall be charged to and paid for by the Contractor.

I.8 USE OF HARDWARE OR SOFTWARE APRIL 2013
MONITORING

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 40
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such tools and procedures upon the House’s reasonable request for purposes of verification. The House may conduct tests for measuring and certifying the achievement of the SLAs.

- c. If the system/solution fails to meet SLAs, the Contractor shall modify, reconfigure, upgrade or replace the system/solution, equipment, network and/or software, at no cost to the House, in order to ensure that the system/solution and hosting services if any, comply with such SLAs.

I.12 MEDIA SANITIZATION – FAX AND COPY FEBRUARY 2015 MACHINES

- a. Definitions. The definitions of “destroying” and “purging” as used herein shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology’s Guidelines for Media Sanitization*. “Purging” shall include degaussing, when applicable.
- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House for any purpose (including deinstall/reinstall, repair or parts replacement, troubleshooting or staging), the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.
- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iv) for internal and external hard drives, server hard drives and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed; and (v) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

I.13 Not Applicable

I.14 QUALITY ASSURANCE SURVEILLANCE PLAN APRIL 2013

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 42
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SECTION J – ATTACHMENTS

- ATTACHMENT A: AFFIRMATION OF NON-DISCLOSURE FORM**
- ATTACHMENT B: SAMPLE STAFFING PLAN – 1 PAGE**
- ATTACHMENT C: DATA INPUT CHARACTERISTICS OF THE EEG HD492 ICAP
ENCODER**
- ATTACHMENT D: SURVEY OF THE HOUSE LEGISLATIVE ACTIVITY (2017 THROUGH
2021)**

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 43
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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FINANCIAL INFORMATION APRIL 2013

When requested by the Contracting Officer, the Offeror shall furnish company financial data for the three (3) years preceding the submission of the Offer. To comply with this requirement, the Offeror shall furnish copies of financial statements or annual reports. When so requested by the Contracting Officer, publicly-held companies must also provide copies of filed Securities and Exchange Commission 10-K Reports and Proxy Statements.

K.2 INSURANCE INFORMATION APRIL 2013

The Offeror agrees that upon award of a contract it shall maintain general liability, workers' compensation and any other insurance requirements set for in the clause titled "Insurance," unless otherwise waived in writing by the Contracting Officer.

K.3 COMPANY BACKGROUND AND IDENTIFYING INFORMATION APRIL 2013

The Offeror shall provide or submit the following information with its offer:

- a. legal name of the Offeror: _____;
- b. Tax Identification Number (TIN): _____;
- c. type of organization: Sole proprietorship; Partnership; C Corporation S Corporation Limited Liability Company Not-for-Profit _____ [please insert relevant Section of Internal Revenue Code [e.g., 501(c)(3)]]; Government entity (Federal, state, local); Foreign government; Other (if "other," please provide additional information);
- d. Dun and Bradstreet Data Universal Numbering System (DUNS) Number: _____;
- e. Address. The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:

K.4 QUALITY ASSURANCE INFORMATION APRIL 2013

The Offeror certifies that, unless the solicitation specifies in-process inspection, upon award of a contract, any product or service tendered for acceptance will be in compliance with the Offeror's existing quality assurance system.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 44
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K.5

RESPONSIBILITY CERTIFICATION

APRIL 2013

- a. The Offeror certifies that it is an ongoing business concern regularly engaged in the type of business covered by the specifications set forth in this solicitation. To the best of its knowledge and belief, the Offeror and/or any of its principals certify they:
- i. are, are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for the award of a Federal government contract;
 - ii. have, have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: (1) the 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; (2) the violation of Federal or state antitrust statutes relating to the submission of offers; or (3) the 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;
 - iii. are, are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(ii) of this provision;
 - iv. have, have not, within a three (3) year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000) for which the liability remains unsatisfied; and
 - v. have , have not , within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- b. For purposes of this certification, the term “principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the applicable business unit(s) (e.g., general manager, plant manager, head of a division or business segment, and similar positions) of the Offeror.
- c. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification under this clause was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. A certification that any of the items in paragraph (a) of this clause exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide any relevant explanations in additional sheets attached to this Section K, or furnish additional information as requested by the Contracting Officer, may render the Offeror non-responsive.
- e. The certification in paragraph (a) of this clause is a material representation of fact upon which the House placed reliance when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to the House, the Contracting Officer may terminate for default the contract resulting from this solicitation. The Offeror shall, if requested by the Contracting Officer, furnish promptly any information which the Contracting Officer may consider necessary to establish its responsibility.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 45
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K.6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION APRIL 2013

The Offeror certifies the following:

- a. the prices in this offer have been arrived at independently without communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered;
- b. the prices in this Offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract award unless otherwise required by law; and
- c. no attempt has been made or will be made by the Offeror to induce any other entity to submit or not to submit an Offer for the purpose of restricting competition.

K.7 AUTHORIZED COMPANY OFFICIALS APRIL 2013

The Offeror represents that the following individual(s) are authorized to negotiate on its behalf in connection with this Solicitation/Contract:

Name(s) and Title(s): [REDACTED].

Telephone Number(s): [REDACTED].

E-mail Addresses(s): [REDACTED].

K.8 ORGANIZATIONAL CONFLICTS OF INTEREST APRIL 2013

The Offeror warrants and represents that it does not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.

K.9 BUY AMERICAN ACT CERTIFICATION APRIL 2013

- a. This clause applies only if the clause entitled “Buy American,” is included in this Contract.
- b. Pursuant to 2 U.S.C. Sec. 109, the Offeror certifies that each end product, except those listed in item (c) of this clause, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside of the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “cost of components,” “domestic end product,” “end product” and “foreign end product” are defined in the clause of this solicitation entitled “Buy American.”

c. Foreign End Products:

End Product: [List as necessary] Country of Origin: [List as necessary]

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 46
---------------------	-----------------------------------	---	------------------

K.10 GENERAL SERVICES ADMINISTRATION APRIL 2013
SCHEDULE CONTRACT OR GOVERNMENT-WIDE
ACQUISITION CONTRACT CERTIFICATION

If this solicitation specifies that the product(s) and/or service(s) to be acquired are to be listed on either a U.S. General Services Administration (“GSA”) Multiple Award Schedule (“MAS”) Contract or another type Government Wide Acquisition Contract (“GWAC”), or if the solicitation does not require it but the offer is based in whole or in part on products or services included in an GSA contract or GWAC contract, the Offeror is to identify below the GSA Contract or GWAC contract under which such product(s) and/or service(s) are to be offered. Such Offeror also certifies that the GSA Contract or GWAC contract so identified is currently in force, and the offered product(s) and/or service(s) are authorized for sale thereunder.

GSA MAS Contract or GWAC Contract Number: [REDACTED] Contract Period of Performance: [REDACTED]

Contracting Officer Name: [REDACTED] Contracting Officer Telephone Number: [REDACTED]

Name of GSA MAS Contract or GWAC Contract Holder*: [REDACTED]

*If the GSA Contract or GWAC Contract Holder is a joint venture or the product of some other team arrangement, use the space below to provide information describing the nature of the joint venture/team arrangement. The House reserves the right to request additional information regarding the joint venture/team arrangement, if any.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

K.11 SYSTEM FOR AWARD MANAGEMENT FEBRUARY 2016

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

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

K.12 CERTIFICATION OF TRAINING APRIL 2018

Contractor certifies that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention. Further, the contractor certifies that any contractor staff providing services to the House have completed the training prior to working under this contract. Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed the annual training related to that policy.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 48
---------------------	-----------------------------------	---	------------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTENT OF PROPOSALS

APRIL 2013

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the rating sheets used during the evaluation will parallel the order of requirements specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, may be disqualified from further consideration. The electronic submission as well as the hard copy of the proposal, if required, should be divided and organized as follows:

Each proposal shall be divided into two (2) separate files and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content.

- a. File I - Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:
 - i. *Solicitation and Offer Form (Cover Sheet of this solicitation)*. The Offeror shall insert the Solicitation and Offer form, and page one of this Solicitation, with all required/applicable blocks completed.
 - ii. *Section B - Price Schedules*. Offeror shall complete Section B and provide a proposed price which will address all requirements.
 - iii. *Section K - Representations, Certifications, and Statements of Offerors*. Offeror shall complete the required sections of Section K.

- b. File II - Technical Proposal. Part II shall be divided into the following distinct and marked parts:
 - i. *Technical Approach*. The Offeror should provide a technical response including task detail as required by the Statement of Work. The technical approach response must comply with and follow the sequencing of requirements as listed in Section C – Statement of Work.
 - ii. *Management Approach*. The Offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the Statement of Work. As a guide, the approach shall include, as a minimum, the following:
 - 1. demonstrated methodology for performing the tasks as contained in the Statement of Work;
 - 2. management approach to track the delivery of products and services related to this contract and to work with the COR and staff; and
 - 3. method of reporting of work performance on an accurate and objective basis and identification of problems or issues as early as possible.
 - iii. *Corporate Capabilities*. The Offeror shall provide organization charts showing the chain of command of supervision and management staff proposed for the contract.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 49
---------------------	-----------------------------------	---	------------------

The Offeror shall provide organization charts showing the chain of command of supervision and management staff proposed for the contract, provide background and qualifications of the Program Manager to be assigned to the operation, and a brief resume of all senior technical staff, including reporters, captioners, editors, and key personnel who shall be assigned to this Contract.

The Offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the Offeror intends to staff this contract (with key and non-key technical personnel) to successfully meet all the requirements of the Statement of Work.

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrate financial capability sufficient to provide resources to finance day-to-day operations.

- iv. *Past Performance.* The Offeror shall provide references for three (3) current or recent (within three (3) years) customers and three past customers, preferably in another government agency. List the agency name and address, name and title of the client contact, telephone number, description of contract deliverables, performance periods and type of contractual arrangements (*e.g.*, percentage of sales, fixed price, time, and materials, etc.).

L.2

SUBMISSION OF PROPOSALS

APRIL 2013

- a. Offerors shall submit all proposal documents in electronic format using MS Word, Excel, or a searchable PDF by e-mail to the address specified below. The subject of the e-mail should include the name of the Offeror and the solicitation number. The e-mail shall not exceed 10MB in size. In the event that the proposal exceeds 10 MB, the Offeror may submit more than one e-mail, provided that all e-mails associated with an Offeror’s proposal are received no later than the time and date specified. The proposal shall satisfy the terms of the solicitation and be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether the Offeror can meet the House’s requirements. It is the Offeror’s responsibility to read, understand and comply with all solicitation instructions.
- b. Proposals must be received by the addressee by the time and date specified in Block 9 of the Solicitation and Offer form, page one of the solicitation.

For proposals submitted via e-mail, please use the following e-mail address: kevin.morris@mail.house.gov

- c. If required, Offerors must submit one hard copy of all proposal documents within five days after close of the solicitation. The proposal packages shall be sealed in a suitable container, and all containers shall clearly identify the firm name/address and the solicitation number. Proposals shall be submitted to the address shown on the Solicitation and Offer form (Cover Sheet).
- d. Pre-Proposal Conference. The House will host a pre-proposal conference on Wednesday, Sept 7, 2022. Each attendee will be required to sign an Affirmation of Non-Disclosure (see Section J – Appendix A). The House will provide a detailed walk-through of the RFP process and will host a question-and-answer session.

Attendees must be registered with the Contracts Specialist by 12:00 (noon) PM EDT, Weds, Aug 31, 2022, by email: kevin.morris@mail.house.gov.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 50
---------------------	-----------------------------------	---	------------------

- e. Questions are due by 2:00 pm EST Friday, Sept 9, 2022. Questions must be submitted via email to kevin.morris@mail.house.gov
- f. As part of the bidding process, all Offerors will be required to perform a remote, live caption transmission test. The House Recording Studio will transmit a two-hour audio-only broadcast of House proceedings to the Offeror using iCap login information provided by the House Recording Studio. The Offeror will produce live closed-captions and will transmit the captions in the form of a data string to the House Recording Studio for encoding and recording. Offerors should produce captions using the method and technology proposed in their proposal, must include multiple captioners, and use same or similar equipment and backup technology. The recorded results will be evaluated for accuracy of captions, continuity, and consistency of captions as between multiple captioners, and compatibility of transmission modalities.
- g. The content of the audio-only broadcast will be a recording of actual House floor proceedings with multiple speakers.
- h. This live caption transmission test is very important and will be weighed at 30 percent of the evaluation process towards the ultimate award of this contract. An Offeror unwilling or unable to successfully participate in this testing procedure will be deemed ineligible for contract award. The Live Captioning test will take place from Tuesday Sept 13, 2022 to Thursday Sept 15, 2022.

L.3 LATE SUBMISSIONS AND REVISION OF APRIL 2013 PROPOSALS

Any submission or revision to a submission received by the CO after the time for receipt specified may be rejected and may not be considered unless the cause for non-receipt of was due solely to the actions of the House.

The Offeror is solely responsible for the timely delivery of proposals submitted via e-mail. The House is not responsible for misaddressed, misrouted, or rejected e-mail messages.

Submissions may be withdrawn by e-mail or other written notice received at any time before award.

L.4 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS APRIL 2013

Offerors shall acknowledge receipt of any amendments to this Solicitation requiring bi-lateral signatures:

- a. by signing and returning the amendment;
- b. by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- c. by letter if authorized, the Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 INFORMATION DISTRIBUTION AND CONTACTS FEBRUARY 2016

It is the intention of the House to provide equal treatment of all Offerors involved in the proposal and award process. To achieve this goal the House intends to provide all information relevant to the process to all participating Offerors. Such information will include the distribution of all questions and answers to all participants. All questions from Offerors shall be submitted in writing by the date and time specified for such purposes.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 51
---------------------	-----------------------------------	---	------------------

Questions regarding this solicitation must be submitted via e-mail by the following due date and time: July 29, 2022, 2:00 pm EST

The primary contact for all communications and questions is:

Kevin Morris

E-mail: kevin.morris@mail.house.gov Phone: 202-226-2303

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA APRIL 2013

Offerors, who include in their proposal data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall: (a) mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded as a result of – or in connection with – the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)];” and

(b) mark each sheet of data to be restricted with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 52
---------------------	-----------------------------------	---	------------------

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS FOR AWARD APRIL 2013

- a. Proposals will be evaluated based on the following evaluation factors:
- i. technical approach;
 - ii. live captioning test
 - iii. management approach;
 - iv. corporate capabilities;
 - v. past performance; and
 - vi. price.
- b. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach.
- c. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable and affordable, but may also be evaluated to determine if the pricing is realistic and reflects an understanding of the requirements. The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

M.2 BASIS FOR AWARD APRIL 2013

- Best Value. Award is based on the proposal which is determined to be most advantageous to the House. Non-price factors, when combined, may be more important than price.

M.3 CONTRACT AWARD APRIL 2013

- a. The House intends to award one [or more] contract[s] resulting from this solicitation to the responsible Offeror(s) whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award."
- b. The House may:
- i. reject any or all offers, if such action is in its interest;
 - ii. waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award without discussions. Therefore, each initial offer should contain the Offeror's best terms. However, the Contracting Officer reserves the right to conduct discussions if they are later determined to be necessary.
- d. The House will evaluate proposals (or quotations) and determine which are the most highly rated and eligible for inclusion in a competitive range relying on the merits of each offer. The House may further reduce the range for purposes of efficiency.

Solicitation	Document No.: OAM22098S	Document Title: Closed Captioning	Page 53
---------------------	-----------------------------------	---	------------------

- e. No assumptions or deviations from the House Terms and Conditions or the Clauses found within the solicitation will be accepted. Any proposal with assumptions and/or deviations to the terms and conditions is deemed non-responsive to the solicitation and will receive no further consideration.

Affirmation of Non-Disclosure

This statement should be signed by *employees whose positions are created by the Committee on House Administration under the House Employees Position Classification Act that have access to electronic communications services*. This statement should also be signed by personnel contracted to provide electronic communication or consulting services with or to the House at large. This affirmation must be signed prior to commencement of work by such House or contractor employees. *Copies of the executed oath shall be retained by the employing authority as part of the records of the House.*

I do solemnly swear (or affirm) that I will not disclose any information relating to private or privileged electronic/verbal/written communications received in the course of my service with or to the U.S. House of Representatives, except as authorized by the Committee on House Administration or in accordance with the Rules of the House of Representatives.

Contractor Personnel Name

Title

Signature

Date

Company Name: _____

Contract Number: _____

Contractor Program Manager: _____

Appendix B: Sample Staffing Plan

SAMPLE PROJECT STAFFING TABLE – For guidance purposes only

Name	Proposed Position And Labor Category	Proposed Labor Rate	Position Description	Key / Non Key
Name #1	Project Manager	\$100/hr	Overall responsibility of the project, 6 years PM experience required, Etc.	Key
Name #2	Senior Software Engineer	\$150/hr	Designs major NT systems, 10 years min. experience, etc.	Key
Name #3	Systems Analyst	\$80/hr	Evaluates system processes, 5 years min experience, etc.	Non
Name #4	Technical Writer	\$75/hr	Writes technical manuals, 6 years min. experience, etc.	Key

HD492 iCap™ ENCODER



EEG Enterprises, Inc.

586 Main Street

Farmingdale, New York 11735

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Table of Contents

Introduction	2
Product Description	2
List of Features	2
Encoder Setup	3
Quick Network Setup	3
Video Input/Output	3
Test Captions	3
Setting Audio Levels.....	4
Accessing the Web Interface	4
Security Settings and Password Protection	4
Updating Your iCap Encoder.....	5
iCap Setup and Testing	6
Connecting to iCap.....	6
Knowing Your Access Code	7
Conduct Testing with Your Captioner	7
iCap Admin Logs	9
Other Live Captioning Methods	10
Modem	10
Telnet.....	10
RS-232 (Legacy Teleprompters).....	10
Common Applications	11
SDI Caption Bridging	11
Dual Encoding (Two Video Paths).....	11
GPI Relocation	11
CCMatch Zero Delay Caption Syncing.....	12
Scoreboard Interface for Stadiums.....	14
Timed Payout of Caption Files	15
Record/Store As-Run Caption Data	16
Caption Uplink to Web Streaming Media Servers	17
Cloning Live Data to Additional Encoders.....	18
SCTE-104 Trigger Insertion	19
ComCC Backup/Redundancy	20
AFD Insertion	21
XDS Insertion	22
Caption Decoder Feature.....	22
Additional Features	23
Caption Absence Alarm	23
Capturing VANC or 608 Data for Analysis	24
Hardware Reference	25
Developer Features and Commands	31

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The revision date for this manual is **December 10, 2015**.



Introduction

Product Description

Congratulations! You currently possess THE industry-standard digital closed captioning and HD VANC encoding solution. The HD492 iCap Encoder has iCap access and modem redundancy capabilities built right into the unit. No external equipment or audio couplers are needed to use the HD492 iCap Encoder – Simply **follow our basic setup instructions** found in this user guide and you will be receiving captions in no time (and saving money on phone lines too!)

Our Emmy-winning caption delivery network, iCap, offers secure web-based monitoring, real-time email status alerts, and optional cloud data warehousing and quality metrics never before possible with legacy captioning systems.

List of Features

- ✓ **iCap connectivity** for secure real-time IP-based captioning without the use of dial-up phone lines or external audio couplers.
- ✓ **Encoding of caption data sourced from previously encoded video sources**, two RS232 serial ports, or a dial-up modem (*one included, second modem optional*)
- ✓ **Encoding of CEA-708 standard closed captions** from native 708 or legacy 608 (SD) sources
- ✓ **CCMatch™ module** for perfect synchronization of captions and program A/V (*Add-On*)
- ✓ **Caption relocation** from configurable GPI triggers
- ✓ Modules for **web-streaming, scoreboard connectivity**, and much more.
- ✓ Local **logging of caption input** for future reference
- ✓ Relay-bypassed master video and auxiliary video paths



Encoder Setup

Quick Network Setup

To begin using iCap or access further features on the encoder's web interface, you must first select **Network Settings** from the front panel LCD menu and setup the encoder on your network.

- ✓ **Use a Static IP address on your network to assign the iCap Encoder (recommended).** It doesn't have to be, and in most cases should not be, a publically routable IP address.
- ✓ **Program a gateway address** – the gateway address is typically the local network address of your router. This is necessary if you plan to connect out of your local network to iCap or any other application from the iCap Encoder.
- ✓ Program a **Subnet Mask** for your network

As an alternative to these recommended steps you may also set up the encoder for DHCP – Selecting DHCP will automatically pull available IP, gateway, and subnet information from your network. *IMPORTANT: With DHCP, your encoder's assigned IP may change on its own which will affect how you access the web interface for your encoder (see page)*

Video Input/Output

Put SDI video into the encoder. Output captions will appear on the SDI video output. Reference the Rear Panel Diagram located in the Hardware Reference for a diagram of the rear-panel connector.

Test Captions

With video input connected to the encoder, you can send a stream of encoder-generated test captions to the output video to ensure proper initial setup of the encoder. To send test captions navigate to **Utilities > Test Captions > Enable > On** and a stream of test caption text should appear on the output of your encoder. Note that video input is required to send test captions.

Setting Audio Levels

Your program audio source is typically embedded in the standard video input to your encoder. Audio may also originate from a separate Analog or AES source (XLR connector input to encoder). To send this program audio to captioners through iCap, you must first configure the audio settings through the front panel menu of the encoder.

From the main menu go to **Audio Setup > Audio Mix** and set to *Stereo* or *Surround* appropriately. Next, visit **Audio Setup > Peak Level** and ensure the audio level peaks at around 80% and does not warn “*Clipping!*” This step is crucial for ensuring that quality audio is being sent to the captioner (quality audio = quality captions).

If your audio levels are too low, or too high – you can achieve an appropriate level by adjusting the audio source itself or simply adjusting the iCap audio from the encoder front panel LCD menu **Audio Setup > Scale Audio** which allows you to scale the audio up or down in 6 decibel increments.

Accessing the Web Interface

Your Encoder’s Web Interface can be accessed through any computer on your local network and controls many of your encoder’s applications, configurations, and features (see *Security Settings and Password Protection* below for instructions on how to secure access to the Web Interface). You will see it referenced many times throughout this manual.

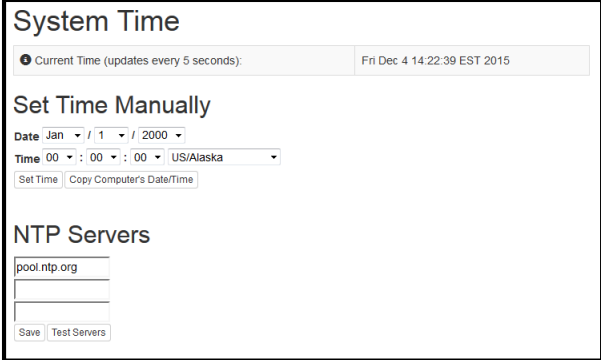
The encoder must be connected on your network to access the web interface (reference *Quick Network Setup* section on page 3). The Web interface is accessed by entering the IP address assigned to your encoder in your computer’s web browser. If you set the encoder up with a static IP address, the address for your web interface will be the same. If you set the encoder up with DHCP, the address can change at will and you should check the IP from the front panel of your encoder at **System Setup > Network > IP Address** to ensure you are using the correct IP to access the web interface.

Security Settings and Password Protection

This password will be for access to the encoder’s web interface, not the encoder LCD menu. Many of the encoder’s crucial features are controlled via the encoder’s web interface. To limit access to the encoder’s web interface for security purposes, you may set up a password through the front panel of your encoder **Setup > Security > Security Mode**.

Setting Date & Time

The Date and Time can be set by selecting Date/Time from the side menu on the web interface.



The screenshot displays the 'System Time' configuration page. At the top, it shows the 'Current Time (updates every 5 seconds)' as 'Fri Dec 4 14:22:39 EST 2015'. Below this is the 'Set Time Manually' section, which includes a 'Date' field set to 'Jan / 1 / 2000', a 'Time' field set to '00 : 00 : 00', and a time zone dropdown menu currently set to 'US/Alaska'. There are two buttons: 'Set Time' and 'Copy Computer's Date/Time'. The 'NTP Servers' section contains a text input field with 'pool.ntp.org' entered, and two buttons: 'Save' and 'Test Servers'.

Figure 1: Date/Time Settings on the Encoder Web Interface

Updating Your iCap Encoder

Before updating you must first download the latest update file for your encoder model from the product updates section of our website https://eegent.com/support/product_updates

Once you have downloaded the latest version for your encoder model you can apply it to the encoder either through the web interface OR the front panel USB port / LCD Menu.

- ✓ **Web Interface:** Select *Updates* from the left side menu. Browse for the update file downloaded from our website, then click *Upload*.
- ✓ **USB / LCD:** Transfer the update file to any USB stick. Insert the memory stick into the front panel USB port, navigate to the **System Setup > Update** from the LCD menu, and press enter to proceed and install the update. A message will appear on the LCD screen when the update has finished. **Do not remove the memory device while the update is running.**

Some updates will require a power-cycle before they take effect; in this case, the encoder will power down automatically once the update is complete.



iCap Setup and Testing

This section will walk you through a basic test run of iCap and point out the important information your captioneer needs from you to get started. For sections that require you to access the iCap admin site – iCap Admin credentials are supplied by EEG at the time of encoder purchase/rental along with your unique access code and is accessed at www.eegicap.com/iCapadmin. If you did not indicate iCap usage at the purchase of your encoder, contact technical support at 516-293-7472 to be set up with iCap.

1. Connect iCap From the Encoder's Web Interface:

- ✓ Select *iCap* from the menu on the left and confirm that the *Company Name, User Name, and Password* are all present and correct.
- ✓ On the same page confirm that iCap Status says *Connected*. Additionally, the **iCap LED on the front panel of your encoder should be green**. This also means the encoder is connected to iCap.
- ✓ If all information is correct and the status does NOT say *Connected* – try clicking the *Start* button found on this page to connect to the iCap Network. *An iCap Connectivity indicator light on the left face of the encoder will also show green when iCap is connected and red if not connected.*

Figure 2: Encoder's Web Interface iCap Settings

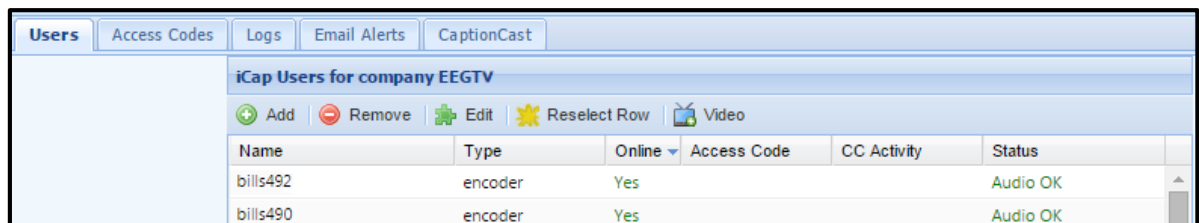
2. Know Your iCap Access Code:

- ✓ Your **Access Code is what you provide to your captioner** so that they can Access your program audio and provide live captions through iCap.
- ✓ Your unique **Access Code can be found in the shipping documentation** provided with your Encoder. It may also be found by logging into the iCap Admin website at eegicap.com/iCapAdmin
- ✓ ONLY “share” your Access Code with your caption service provider in the iCap Admin site. *Your access code may already be shared with them in iCap Admin if you provided the information to EEG as part of your order. This can be verified in iCap Admin.*

3. Coordinate Testing With Your Caption Service Provider

****This step requires your caption provider to connect to your encoder from their iCap software. You MUST connect your audio/video input to the encoder BEFOREHAND.***

- ✓ Once you've provided your access code to the captioner and connected your program video/audio to the encoder you will test your connection to ensure audio is reaching them and caption data is coming in.
- ✓ **Enter the iCap Admin portal.** In the Users tab - confirm audio status for your encoder says “Audio OK” (*see figure 3*) - this means your captioner is receiving Audio. If the Status says “No Listeners” it means that the captioner has not yet connected to your access code and you should verify that they have done so. The Users tab shows all users connected to your encoder and confirms their status.

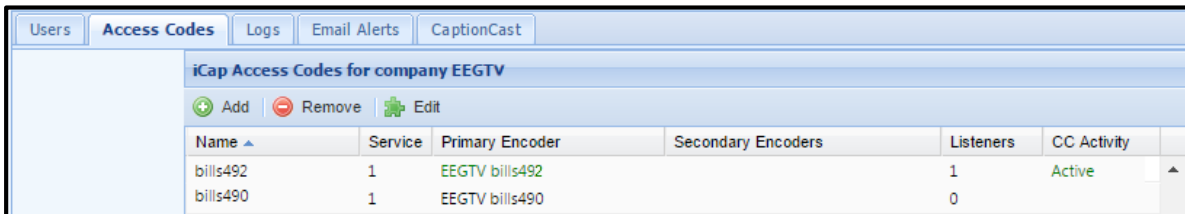


Name	Type	Online	Access Code	CC Activity	Status
bills492	encoder	Yes			Audio OK
bills490	encoder	Yes			Audio OK

Figure 3: iCap Admin Users Tab with Audio Status

(Cont. on next page)

- ✓ Once you've confirmed the audio - click on the *Access Codes* tab to confirm incoming CC Activity from your captioner. Once the captioner presses "Start" on their iCap software the CC Activity in iCap Admin should read "Active" (see figure 4). Alternatively, confirm the **CC LED on the front panel of your encoder is green**. This means that your encoder is receiving caption data from your captioner.



Name	Service	Primary Encoder	Secondary Encoders	Listeners	CC Activity
bills492	1	EEGTV bills492		1	Active
bills490	1	EEGTV bills490		0	

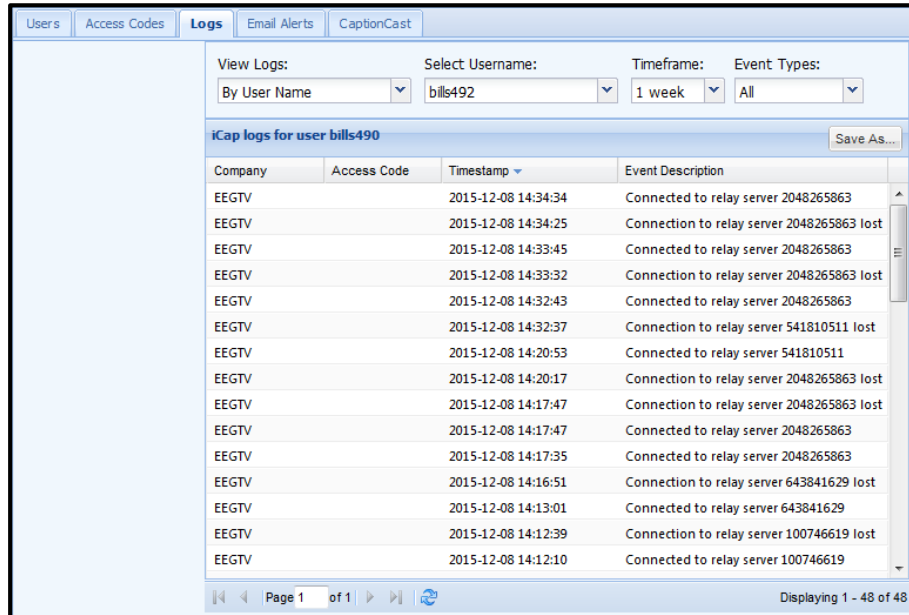
Figure 4: iCap Admin Access Codes Tab with CC Status

- ✓ iCap Audio and Caption activity can also be verified locally by taking the following additional measures in the web interface.
 - Check the *Audio Packets Sent* under the iCap menu in the encoder web interface. If the number is growing then Audio is being sent to the captioner. If it says 0, check with your captioner to ensure they have connected.
 - Check caption activity by selecting *Logs* from the side menu on the encoder web interface. Then look for iCap, and select the log with today's date. The iCap log will show some communication data which means that captions are being received.

Alternatively, you can view the "Clone" logs section which will show all binary commands sent - also indicating captions are coming through the connection.

Checking iCap Admin Logs

To monitor or view past captioner connection history to your encoder's access code, login to iCap Admin and select the *Logs* tab. Next, select either the encoder name or access code you want to see history for. Once you've selected the desired encoder, an event log will appear that you can view to see all activity on your encoder.



The screenshot shows the iCap Admin interface with the 'Logs' tab selected. The 'View Logs' section is configured with 'By User Name' selected, 'bills490' in the 'Select Username' field, '1 week' for 'Timeframe', and 'All' for 'Event Types'. The main area displays 'iCap logs for user bills490' with a table of events. The table has columns for Company, Access Code, Timestamp, and Event Description. The events listed are all from EEGTV, showing connections to various relay servers and some lost connections. The footer indicates 'Page 1 of 1' and 'Displaying 1 - 48 of 48'.

Company	Access Code	Timestamp	Event Description
EEGTV		2015-12-08 14:34:34	Connected to relay server 2048265863
EEGTV		2015-12-08 14:34:25	Connection to relay server 2048265863 lost
EEGTV		2015-12-08 14:33:45	Connected to relay server 2048265863
EEGTV		2015-12-08 14:33:32	Connection to relay server 2048265863 lost
EEGTV		2015-12-08 14:32:43	Connected to relay server 2048265863
EEGTV		2015-12-08 14:32:37	Connection to relay server 541810511 lost
EEGTV		2015-12-08 14:20:53	Connected to relay server 541810511
EEGTV		2015-12-08 14:20:17	Connection to relay server 2048265863 lost
EEGTV		2015-12-08 14:17:47	Connection to relay server 2048265863 lost
EEGTV		2015-12-08 14:17:47	Connected to relay server 2048265863
EEGTV		2015-12-08 14:17:35	Connected to relay server 2048265863
EEGTV		2015-12-08 14:16:51	Connection to relay server 643841629 lost
EEGTV		2015-12-08 14:13:01	Connected to relay server 643841629
EEGTV		2015-12-08 14:12:39	Connection to relay server 100746619 lost
EEGTV		2015-12-08 14:12:10	Connected to relay server 100746619

Figure 5: iCap Admin Logs Tab



Other Live Captioning Methods

Modem

Standard RJ-11 connection. Connect to a phone line to enable dial-up captioning and provide your captioner with the telephone number associated. Modem A is installed in all encoder units; Modem B is an add-on option. Using a PBX or other digital non-POTS system is NOT recommended - many of these are not compatible with modem communications. Once connected, the LED on the front panel of your encoder labeled “MDM” will turn green.

Telnet

Enable Telnet via the encoder’s web interface and select a port. Configure your firewall to allow a captioner to get to your encoder on the designated port and then give your caption service provider the port number and public IP address.

RS-232 (Legacy Teleprompters or Other Devices)

See hardware section for cabling. iCap or modem automatically take priority when active so that the prompter can be overridden as desired. The default settings are 1200 baud, 7 data bits, and odd parity. You can change the settings through the web interface of the encoder by selecting **Serial Port Settings** from the left side menu and adjusting the settings.

Port	Mode	Baud	Parity	Length
P1	RS232	1200	odd	7
P2	RS232	1200	odd	7

Apply

Figure 6: Serial Port Settings in the Web Interface



Common Applications

SDI Caption Bridging

Caption bridging copies captions from the source video (AUX) to the master video output. This happens automatically when you have a captioned video input connected to the AUX connector.

Dual Encoding (Two Video Paths)

Dual Encode Mode will write the same caption data to both video paths simultaneously. It can be activated via the front panel LCD menu **System Setup > Aux Mon Output > Dual Encode**. The AUX output connector will now be the secondary channel output, instead of its default configuration as a Decoder output of the main channel.

GPI Relocation

GPI Relocation allows on-command placement control of closed captions on your output to avoid blocking essential action such as screen crawls and emergency information. You can control this feature by accessing the *Main* section of the side menu of the encoder web interface and scrolling down to the GPI settings at the bottom.

The screen is mapped into 15 regions from top to bottom that can be protected with the use of GPI settings. If you are creating a GPI switch and require a diagram of the GPIO Pinout – see the GPIO pinout / wiring detail found in the *Hardware Reference* section of the manual



Figure 7: GPI Settings Found in “Main” Section of the Encoder Web Interface

CCMatch™ Zero Delay Caption Syncing (*CCMatch Add-On*)

The CCMatch module is an add-on component that produces a perfectly synchronized caption output by providing advanced audio to the captioner and introducing an internal audio/video delay that is customizable – the end result is perfectly matched captions in the output of your encoder.

To determine if CCMatch is installed on your unit, access your encoder’s web interface, look for an entry that says *CCMatch* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

CCMatch may be used in either of the following 2 scenarios:

1. Using CCMatch with the Encoder’s Integrated Frame Memory:

Using CCMatch with the encoders integrated frame memory requires no external equipment, and will result in a video output of appropriately timed captions with close to perfect synchronicity. The output program video will be delayed with respect to the input program video by the length of time configured to allow your captioner to hear the audio and return captions. Typical settings are between 2.0 and 3.0 seconds. This requires only one master video/audio input (See Figure 8).

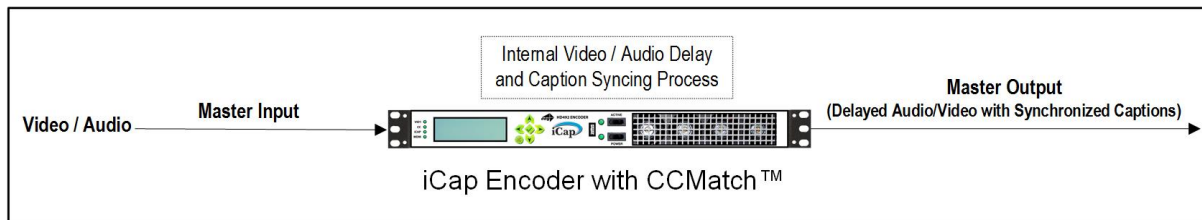


Figure 8: Workflow with CCMatch Enabled

(Cont. on next page)

2. Using CCMatch with an External Video Delay:

Scenario 2 allows CCMatch to be used in tandem with an externally delayed video/audio input (See Figure 9). This would be ideal if you are looking to make use of an existing delay source, for instance, an intentional broadcast delay for censoring live material. Unlike Scenario 1, this option requires that the encoder have two input video feeds – both a Master and Auxiliary. The video on the Master input should be a delayed copy of the same video being fed on the Auxiliary input. The delay of the Master in respect to the Auxiliary approximates the anticipated delay of real-time captioning and CCMatch re-times the captions according to this delay (The Master output of the encoder will contain the same video delay present in the Master input).

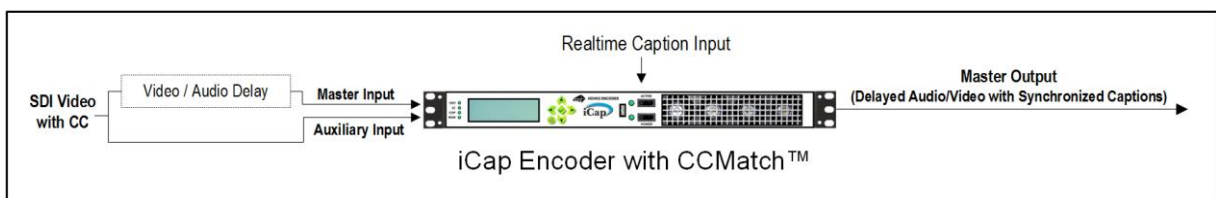


Figure 9: Workflow with External Delay and CCMatch Enabled

Settings are configured through the web-interface by selecting CCMatch from the side panel and entering your delay preferences as shown in Figure 10. **Delay Source** requires you to choose *Internal* or *External* – choose according to the scenario being used (*Internal for Scenario 1, and External for Scenario 2*). **Delay Length** requires the input of a numeric value from 0.0 to 10.0 seconds (*in increments of 0.1 seconds*). For an internal delay, enter the number of seconds you would like CCMatch to delay input and sync captions according to. If you are using an external delay, enter the number of seconds of delay present in your master video input, with respect to the Auxiliary input (*number of seconds entered must match the delayed input*).

Figure 10: CCMatch Settings on the Encoder Web Interface

For each scenario, the delay is likely to be between 2 or 3 seconds, consisting of a transcription delay of approximately 3 seconds, and an audio transmission delay that can be nearly as low as zero, or as high as 5 seconds, **depending on the means of audio delivery** to the captioner.

Scoreboard Interface for Stadiums (*Caption Text Server Add-On*)

The Scoreboard Interface module is an add-on component that produces a TCP/IP-accessible stream of the decoded caption output from the Master video signal.

To determine if Text Server is installed on your unit, access your encoder's web interface, look for an entry that says *Text Server* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

To access closed caption data from the encoder unit with the Scoreboard Interface installed, utilize a TCP/IP socket interface configured with the following settings.

- ✓ For the IP address to connect to, use the IP that you have set on the front panel on the decoder unit **System Setup > Network > IP Address**. The receiving unit must be a member of the same subnet as the encoder.

- ✓ For the port number to connect to, use 2400.

If these settings are correct, the Scoreboard Interface should accept your connection immediately. At this point, you will receive ASCII text data over the connection which is a copy of the current CC1 caption data.

The output text is formatted using blank spaces and line breaks to approximate the intended appearance of the CC1 captioning on a 608-compliant decoder. When you are ready to stop receiving the caption text, simply disconnect at any time. You may connect multiple clients to the Streaming Caption Text Server simultaneously, but it is better to remove connections that are not in use, as a very large number of simultaneous connections could eventually have a negative effect on the system resource usage on the encoder or decoder unit.

Further instruction for this feature may be found at <https://eegent.com/support/resources>

Timed Playback of Caption Files (CCPlay Add-On)

CCPlay inserts caption data from imported text or binary files into the encoder's SDI video output. The caption data files contain time codes, and insertion into the video can be synced to an external time code source including LTC, HD ANC VITC, and SD DVITC, or timed with a self-generated video frame clock. CCPlay also allows you to schedule files for future playback and shift time codes to adjust caption timing. A wide range of caption and subtitle file formats are supported, including ECF, SCC, SRT, CAP, TT, WebVTT, and more. CCPlay is controlled primarily through the encoder's web interface but can also be controlled remotely through an HTTP API - for more information on this API point your browser to <http://{your-encoder's-ip}/ccplay/api>

To determine if CCPlay is installed on your unit, access your encoder's web interface, look for an entry that says *CCPlay* on the left side menu and select it. If you are prompted for an access key, the feature is not installed and can be purchased by contacting the EEG sales team.

To import caption files into CCPlay, go to the CCPlay tab on encoders web interface. Then, click on the "Upload" sub-tab. Click in the box labeled "Please select your file", and an open dialog will appear, allowing you to navigate the drives accessible from your local computer. Click "Open" when you have selected a file, and then press "Upload." Once the file is uploaded, CCPlay checks it for a compatible format. You may see an error message if your file cannot be understood by CCPlay. When successfully uploaded, your file should now appear in the "Filelist" sub-tab, along with all other files imported into CCPlay. You can click on the file name to download the file or view it in your browser. CCPlay also displays compact metadata for each file, including the start and end time code values. The start time code value is especially important for syncing your file to a time code source, or setting up the correct self-generated time code for play out.

Further documentation for CCPlay may be found at <https://eegent.com/support/resources>

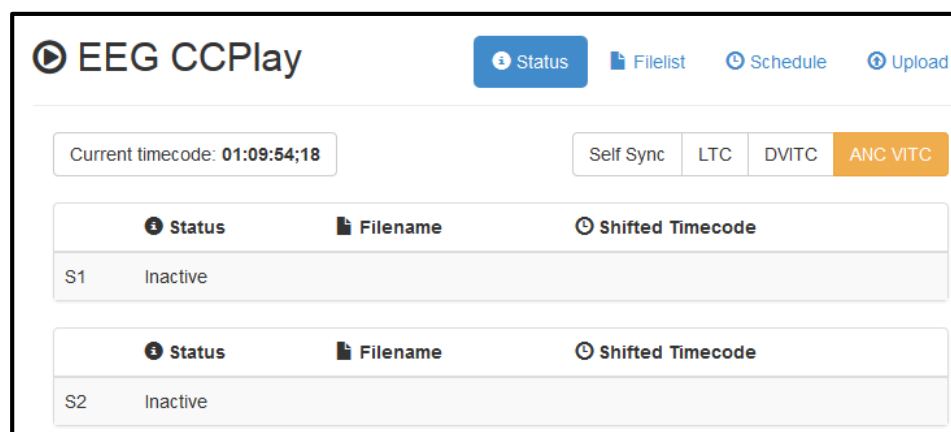


Figure 11: CCPlay Settings in the Encoder Web Interface

Record / Store As-Run Caption Data (CCRecord Add-On)

CCRecord creates real time as-run recordings of caption data running through the encoder, in a variety of popular caption file formats. Captions recorded may be locally inserted to the video through iCap, telnet, or dial-up mechanisms (encoders only), or they may be present on the input video, and will always reflect the data encoded on the output of the master video signal.

To determine if CCRRecord is installed on your unit, access your encoder’s web interface, look for an entry that says *CCRecord* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

The recording in and out times for CCRRecord files are triggered in real time through one of four GPI switches. The switch number is configurable, to provide maximum flexibility with a variety of encoder module configurations. The switch is used to begin recording on the rising edge, and to end a recording on the falling edge. A new recording can be engaged immediately once the prior recording is ended.

Each recorded file is named based on the ANSI timestamp string representing the beginning of the recording. Files can be stored locally on the unit until downloaded, or automatically transferred with FTP. When recording begins, each file begins counting SMPTE drop-frame time code at a default start time of 01:00:00.00.

Further documentation for this feature may be found at <https://eegent.com/support/resources>

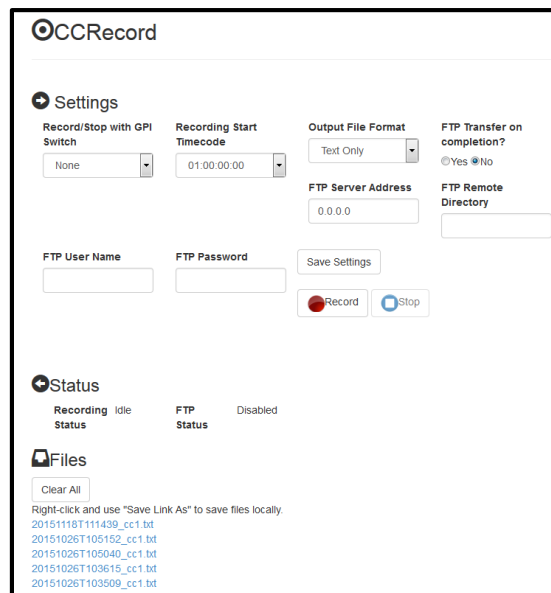


Figure 12: CCRRecord Settings on the Encoder Web Interface

Caption Uplink to Web Streaming Media Servers (*Streaming Add-On*)

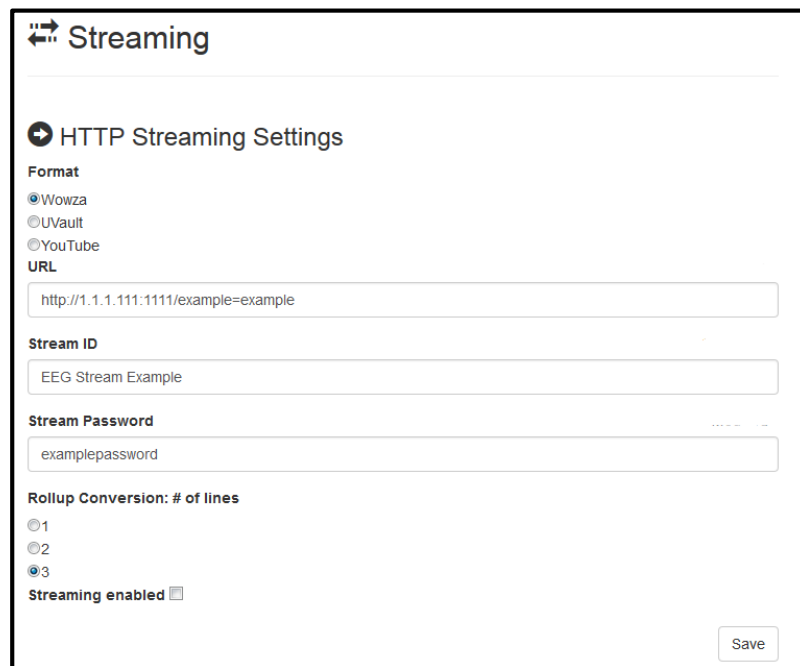
The *Streaming* feature posts real-time caption data to external web services for delivering high-quality web-based closed captioning.

To determine if Streaming is installed on your unit, access your encoder's web interface, look for an entry that says *Streaming* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

While the HTTP Streaming Uplink module is active, all closed captions through the encoder will be passed to the streaming server. These captions may be locally inserted to the video through iCap, telnet, or dial-up mechanisms (encoders only), or they may be present on the input video, and originally coded using either real-time/roll-up or offline/pop-on workflows.

Before using the Streaming feature, you will need a stream URL for posting captioning data (example: <http://in.videolinq.net/caption>), a stream ID or username, and a password.

Further instruction for this feature may be found at <https://eegent.com/support/resources>



The screenshot shows the 'Streaming' configuration page. At the top, there is a 'Streaming' header with a back arrow icon. Below it is the 'HTTP Streaming Settings' section. Under 'Format', there are three radio button options: 'Wowza' (selected), 'UVault', and 'YouTube'. The 'URL' field contains 'http://1.1.1.1:1111/example=example'. The 'Stream ID' field contains 'EEG Stream Example'. The 'Stream Password' field contains 'examplepassword'. Under 'Rollup Conversion: # of lines', there are three radio button options: '1', '2', and '3' (selected). At the bottom left, there is a 'Streaming enabled' checkbox which is checked. A 'Save' button is located at the bottom right of the form.

Figure 13: Streaming Settings on the Encoder Web Interface

Cloning Live Data to Additional Encoders (*Clone Add-On*)

The Clone feature re-transmits all control commands and caption data to one or more additional caption encoders. The additional encoders can be connected either through RS-232, or through the Clone TCP/IP interface.

To determine if Clone is installed on your unit, access your encoder's web interface, look for an entry that says *Clone* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

The master encoder must have the Clone port optional software installed, and then set up through clone section of the web interface. When any "Clone Server" option is enabled, the encoder will copy commands and data that are received through the dial up modem (MA), iCap, telnet, or RS-232 (P1, plus P2 if it is being used for input and not Clone output). You can also choose to copy these commands to the RS-232 port (Start RS-232).

Further documentation for this feature may be found at <https://eegent.com/support/resources>

Network Clone Port Configuration

Clone Server

Num. Clients

0

Tx Packets

0

Clone data from this encoder to another encoder. Note that RS-232 clients cannot be monitored through the web statistics above.

Clone Client

Network Address

100.200.200.106

Receive cloned TCP/IP data to this encoder from the encoder at the specified address.
To receive cloned serial RS-232 data, no special software is necessary. Connect P2 of the source encoder with a null-modem cable to any serial port on the destination encoder. EEG encoders default to the proper serial port settings, which are 1200-7-odd-1.

Figure 14: Clone Settings on the Encoder Web Interface

SCTE-104 Trigger Insertion (*SCTE-104 Add-On*)

The SCTE-104 module inserts SCTE-104 packets on a user-configurable VANC line, using the 4107 DID/SDID (as per SMPTE 2010).

To determine if SCTE104 Trigger Insertion is installed on your unit, access your encoder's web interface, look for an entry that says *SCTE104 Trigger Insertion* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

SCTE-104 messages can either be authored using a built-in preset editor and triggered via GPI (see Figure 13), or can be sent from an external source using the SCTE-104 network protocol over TCP/IP.

Further documentation for this feature may be found at <https://eegent.com/support/resources>

----- SCTE104 Trigger Insertion Module -----

Version 2.2

Settings

Enable SCTE104 Module? Yes No

VANC Insertion Line

Allow LAN Connections? Yes No

LAN Port Number

Insert LAN Messages Immediately? Yes No

GPI #	Enable?	Group	Repeat	Mode
GPI 1	<input checked="" type="checkbox"/>	<input type="text" value="1"/>	<input type="text" value="0"/>	Preset
GPI 2	<input checked="" type="checkbox"/>	<input type="text" value="1"/>	<input type="text" value="0"/>	Preset
GPI 3	<input checked="" type="checkbox"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	Preset
GPI 4	<input checked="" type="checkbox"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	Preset

Preset Editor

GPI #

Insert Type

Program ID

Break Duration (1/10 sec)

Figure 15: SCTE-104 Settings on the Encoder Web Interface

ComCC Backup/Redundancy (ComCC Add-On)

The ComCC feature is an add-on backup feature that also requires the purchase of an additional piece of equipment (ComCC Card) to be installed inside your encoder. The card features an additional modem connection along with an audio coupler which allows a captioner to connect to your encoder over a phone line through their iCap software in the event of an internet outage on either side.

Your iCap encoder already has a modem built in – so you do not need ComCC to use a modem connection, however, ComCC’s audio coupler allows more efficient use of a phone line to communicate to multiple encoders and is a great back-up solution.

To determine if ComCC is installed on your unit, access your encoder’s web interface, look for an entry that says *ComCC* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

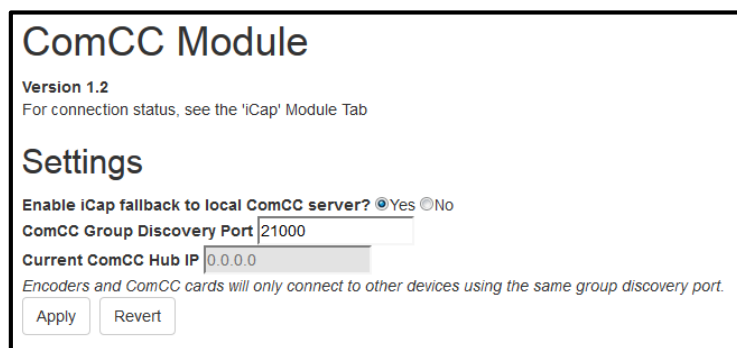


Figure 16: ComCC Settings on the Encoder Web Interface

AFD Insertion (AFD Add-On)

The AFD module encodes and recovers Active Format Descriptors (SMPTE 2016-1-2007). The feature can be used to statically insert any legal AFD code on each video field in HD VANC, or in a privately-defined custom XDS packet in HD or SD. The module provides low-latency dynamic switching between AFD sources, with configurable priority between upstream encoded data, presets, and a simple network automation protocol. An AFD input/output switching matrix allows users to pick desired input sources and produce a single consistent AFD packet for each field of the output signal. Additionally, users have the ability to set code swap rules that enable dynamic mapping from one AFD code at the input to another at the output

To determine if the AFD feature is installed on your unit, access your encoder's web interface, look for an entry that says *AFD* on the left side menu and select it. If you are prompted for a license key, the feature is not installed and can be purchased by contacting the EEG sales team.

This feature is ideal for complex broadcast environments requiring continuous AFD data on programming, commercials and interstitials, and more. The switching and data continuity features provide frame-by-frame AFD service confidence.

AFD Web-based Configuration

Version 2.1.2

Enable Input From

GPI Switch B Off

GPI Switch C Off

Network Automation Protocol

Upstream VANC Packet

Upstream XDS Packet

XDS Priority over VANC

Preset Default

Enable Output On

VANC Packet

VANC Line

XDS Packet

XDS

XDS Packet ID [D02-D7F]

Data Continuity

Hold Delay (in frames)

VANC

XDS

Preset Default

AFD Code

Reserved

Status

Current Source PRESET

AFD 0110

Add Code Swap Rules

(Swap rules take effect immediately)

Incoming Code Switch To

Existing Rules		
Incoming Code	Output Code	Click to Remove

Figure 17: AFD Settings on the Encoder Web Interface

XDS Insertion

Extended Data Services (XDS) is an NTSC Field 2 data channel that provides information to viewers about the program that is being aired. XDS is used to transmit FCC-mandated program ratings to allow viewer V-chip filtering. XDS is a part of the CEA-608 standard for SD broadcasts, and should be included in the 608 compatibility bytes of CEA-708 compliant HD broadcasts. *XDS insertion is typically controlled through a serial connection to an automation server and is compatible with Imagine/Harris, Snell, and EEG's XDS Xpress solution.*

XDS data packets can be loaded into the Encoder's queue with one simple command, and be held for any specified time period. Each individual packet type can be independently set for upstream or local priority, and permanent packets can be stored in Non-Volatile Memory and inserted automatically whenever the Encoder is operating. **A List of XDS commands may be found in the Command Reference section of this manual.**

Caption Decoder (Open Caption Display)

The unit's built-in decoder allows for an open caption output display for monitoring purposes. Captions will not be embedded in the video when the decoder is enabled, rather the decoder output will provide an overlay of captions to a monitor plugged directly into the encoder. Note: to use the decoder feature, you must use the Decoder Output on the rear panel of your encoder. To enable the decoder – navigate to **Decoder Settings > Decoder On**. Font size, color, and opacity may also be controlled in the Decoder Settings section.



Additional Features

Caption Absence Alarm

The Caption Absence Alarm feature, accessed from the Alarm section of the side menu of the encoder web interface, allows you to set alarms to automatically alert you when caption presence is not detected on the encoder for a certain amount of time. This is a useful feature for monitoring caption activity on your encoder.

GPI Alarm Settings			
GPI Output	Function	Description	Setting
Switch 1	CC Presence Alarm	Alarms when S1 or CC1 data (CC1 only in SD) has been absent for longer than the configured timeout interval (in seconds).	5

Save Changes

Figure 18: GPI Alarm Settings on the Encoder Web Interface

Caption Input Blocking

You can block caption input to your encoder via the following non-relocation GPI functions found in the GPI Settings on your web interface. They are as follows:

- ✓ **Modem Lockout:** Blocks caption input from the Modem
- ✓ **P2 Lockout:** Blocks caption input from Serial Port 2
- ✓ **Force Regen:** Blocks caption input from Modem, P2, and iCap

Capturing Incoming VANC or 608 Data for Analysis

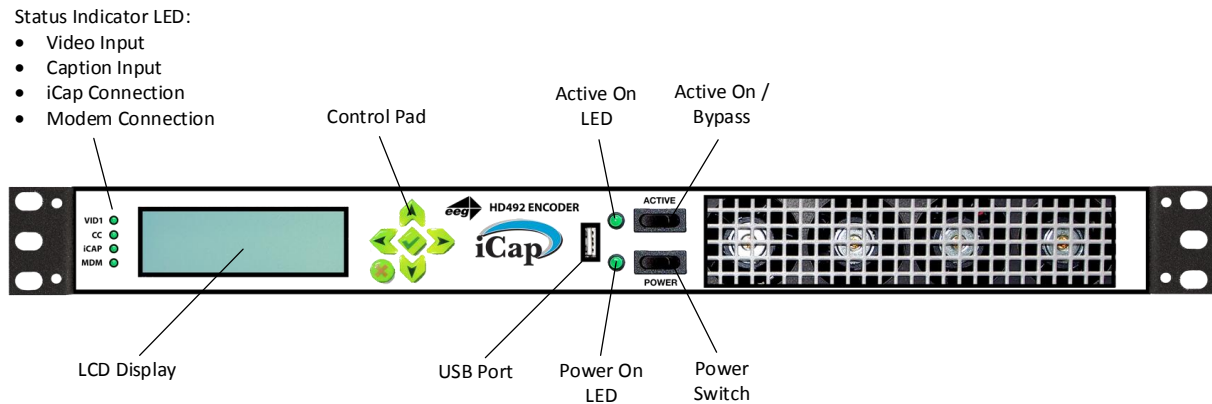
You can capture and save VANC data from the master video input to a USB stick for review or troubleshooting. First, place a USB stick into the USB port on the front panel of your encoder. Next, navigate to **Utilites > Capture All VANC** from the front panel LCD and press ENTER to begin downloading the VANC data or CANCEL to exit. To stop capturing VANC data at any time press any front panel key. Depending on the size and type of memory device used, there may be a momentary delay before the device is detected. If you see “Failed: Insert USB Disk”, wait a few seconds and try again.

For questions about analyzing your VANC data. Please contact our support team at 516-293-7472 or support@eegent.com



Hardware Reference

Front Panel



Power Switch

On/Off switch for the unit. When the unit is powered on, pushing the button once will provide a slower shutdown while all tasks are terminated cleanly. Holding the button down will provide an immediate shutdown.

Power On LED

The Power On LED will light steady green when the unit is powered on.

Active

Toggles the Encoder between active operations and Relay Bypass mode. In Relay Bypass mode, the signal at the master video input is routed directly through to the master video output, while the signal at the auxiliary video input is routed directly through to the auxiliary video output. Video output 2 is inactive.

Active On LED

The Insert On LED will light green when the unit is in active operating mode. The LED will turn off when the Encoder is in Relay Bypass mode.

LCD Screen

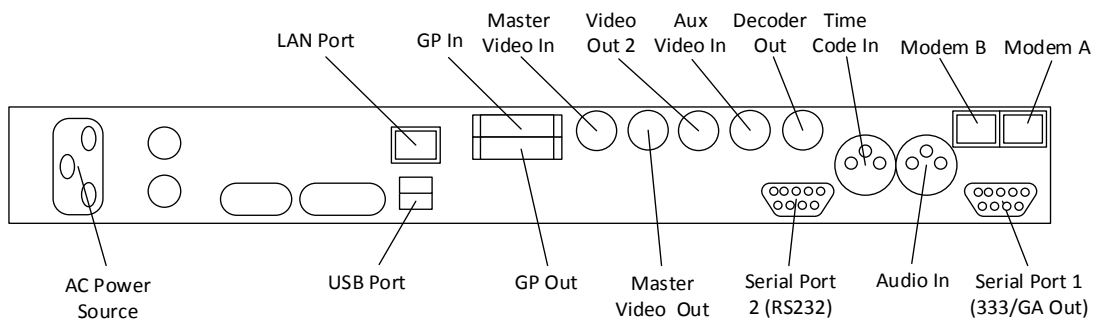
The LCD Screen provides access to the unit's front panel configuration menu. Status information is displayed when the menu is not in use. Press the "check mark" button to enter the menu at any time.

Control Pad

The Control Pad provides menu navigation for the front panel configuration menus. The control pad buttons are: **ENTER** (marked by a check), **CANCEL** (marked by an 'X'), **LEFT**, **RIGHT**, **UP**, and **DOWN**.

USB Port

The front panel USB port provides firmware upgrade capability via a flash memory device. Updates can be applied through the USB port as well as the web interface. See *Updating Your iCap Encoder* section on page 5 to learn more.

Rear Panel**Primary AC Power**

AC power input, 120 – 240 V, 50-60 Hz tolerant. Connect to the unit's AC power source.

Master Video In

Input for program video source - can use HD-SDI (SMPTE 292M) or SD-SDI (SMPTE 259M).

Master Video Out

Relay-bypass protected primary video output.

Video Out 2

Non relay-bypass protected copy of the primary video output signal.

Decoder Out

If dual video encode is on then this acts as secondary video output – otherwise it outputs open caption data for monitoring.

Aux Video In	The Aux Video In can be used as a source of caption data when connected to a captioned HD-SDI or SD-SDI video source. Caption data from the Aux Video In will be up-converted or down-converted as necessary for encoding to the Master Video signal. If caption data is present at both the Master Video In and the Aux Video In, the signal with HD data will take precedence. See <i>Applications</i> section for more complicated bridging options.
Modem	Standard RJ-11 port. Connect to a phone line to enable dial-up captioning. Modem A is installed in the unit; Modem B is an add-on option.
Serial Ports	iCap Encoders have two serial data ports. Both Port 1 and Port 2 are RS232 ports. However, Port 1 also supports RS422 and 708 caption data.
LAN	Used to connect the encoder to your local network for access to the web interface and features such as iCap. The encoder will be reachable on your network using the static or DHCP IP address set in the front panel configuration menu.
GP In & Out	Two blocks of 8 GPI input switches and 8 GPO output notifications. Switch functions vary based on software configurations.
Time Code In	Balanced audio input for LTC time code. Useful for operating CCPlay feature.
Audio In	Balanced audio input for program companion audio in analog or AES digital format. If using AES digital audio, an AES pair of PCM encoded audio at 48kHz should be used. iCap uses the audio input to send encrypted IP transmission to your caption service provider.

GPIO Pinout / Wiring Detail

The GPIO pins are located on the two 16-pin connectors on the rear panel of the unit. The top connector is used for the GPI switches and the bottom is used for the GPO switches, with the pins numbered in the following manner on each connector:

15	13	11	9	7	5	3	1
16	14	12	10	8	6	4	2

✓ GPI Pin Assignments

The GPIs use the upper 16-pin connector, which mates to a female IDC-16 connector. The pin assignments are given in the table below:

Pin(s)	Input
1,3,5,7,9,11,13,15	Ground
2	GPI-A
4	GPI-B
6	GPI-C
8	GPI-D
10	GPI-E
12	GPI-F
14	GPI-G
16	GPI-H

✓ GPO Pin Assignments

The GPIs use the upper 16-pin connector, which mates to a female IDC-16 connector. The pin assignments are given in the table below:

Pins	Output
1,2	1
3,4	2
5,6	3
7,8	4
9,10	5
11,12	6
13,14	7
15,16	8

RS-232 Connection Detail

Serial ports 1 and 2 use 9-pin DBI connectors with the following pin assignments:

Pin	DB9 Adapter
1	
2	Tx
3	Rx
4	
5	Ground
6-9	

These ports can be connected directly to a standard PC serial port with a 9-pin, three wire straight serial cable. A “null modem” cable MAY NOT be used for this purpose since it will reverse the connections of pins 2 and 3. Null Modem cable may be used only when the intent is to connect two encoders together via the serial port (see *Cloning* on page 19).

Encoder Specs

HD-SDI Video Inputs

Number of Inputs	2
Connector	BNC per IEC 169-8
Format	1.485 Gbits/s SMPTE 292M (1080i, 720p, 480p, 24psf) or 270 Mb/s SD
Input Level	800 mV p-p \pm 10%
Input Impedance	75 Ohms
Equalization	Automatic up to 100m @ 1.5 Gb/s with Belden 1694 or equivalent

HD-SDI Video Outputs

Number of Outputs	3
Output 1	Master (relay bypass protected)
Output 2	Master copy
Decoder Out	Auxiliary (relay bypass protected)
Connector	BNC per IEC 169-8
Output Level	800 mV p-p \pm 10%
Output Impedance	75 Ohms
DC Offset	0V \pm 0.5V
Rise/Fall Time	200 pS nominal
Overshoot	< 10% of amplitude
Wide Band Jitter	< 0.2 UI

DATA PORTS

LAN	RJ45 connector, 10/100/1000 Base T TCP/IP
USB	Three standard USB ports, one on front panel and two on rear
Serial Ports	Two serial DB-9 jacks, Selectable RS232C / RS422.
Serial Data Input Format	7 data bits, odd parity, 1 stop bit, settable between 1200-38400 baud
Modem	Two RJ-11 telephone jacks (2 nd modem optional), 1200/2400 baud
GPI/GPO	Two ports which each mate to female IDC-16 connectors, Switches rated to 1A / 30 VDC

AUDIO PORTS

Port 1	LTC time code input
Port 2	Program audio input for streaming audio applications
Connector	Female XLR
Format	Balanced analog or AES balanced 110-ohm digital

FRONT PANEL

Display	Back-lit LCD display with six-button keypad and navigable menus for unit configuration
Power	Unit power switch with LED indicator
Active On	Encoder bypass switch with LED indicator

PHYSICAL

Dimensions	19" rack mount x 1 RU x 25" deep
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ELECTRICAL

Power	115/230V AC 50/60Hz
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Developer Features

Encoder Command Concept

Encoder Commands allow you to communicate with and control the operation of your encoder either manually or through your custom written software that contains any combination of the commands detailed in this section. All commands begin with a leading control code of <CTRL+A> or the ASCII hex code 01 for developers writing software. All commands must end with a carriage return (the <ENTER> key on a keyboard or 0D in ASCII hex). For manual entry of commands, the three following methods may be used. A Full Command Reference may be found at the end of this section.

Telnet: Commands may be entered through a telnet connection to your encoder only after you've enabled a telnet connection through your encoders web interface (select Telnet from the side menu)

Web Terminal: The Command Terminal is found on the web interface of your encoder (select *Terminal* from the side menu). This emulates the serial port interface to your encoder and allows you to enter commands directly from your encoders web interface (see figure 19).

RS-232: Commands may be entered through an RS-232 connection to your encoder. Default settings on the encoder allow entry through RS-232 right out of the box.

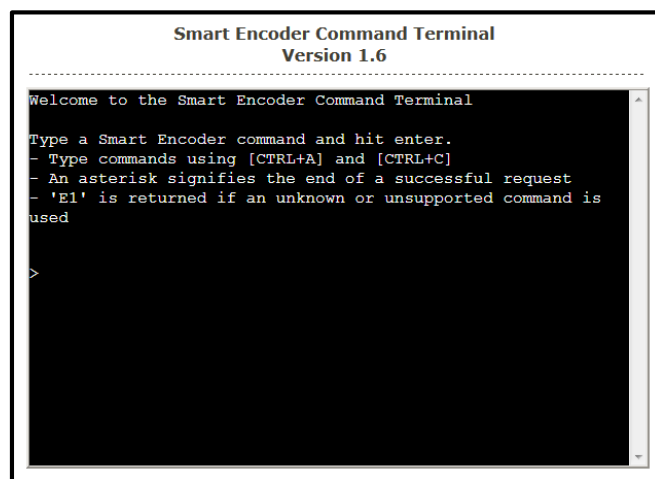


Figure 19: Command Terminal on the Encoder Web Interface

Startup Settings

The Startup Settings Editor enables entry of Encoder commands that will run every time the encoder starts up. Use Startup Settings whenever you want a setting to be “sticky”; settings entered through the Web Terminal or the serial port only are not sticky and will revert to defaults when the encoder is power-cycled. Startup Settings can be accessed via the encoder web interface by selecting *Startup Settings* from the side menu.

To use the Startup Settings editor, type any Smart Encoder command into the command box. *Omit the <CTRL+A> character entirely as this character is implied at the beginning of each line.* To add additional commands, press the ‘+’ button and more lines will appear.

When you have entered commands for all the settings that you want to make sticky, click Update Startup Settings. The configuration changes will take the next time the encoder starts up.³

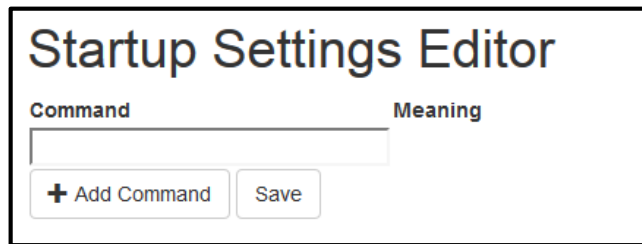


Figure 20: Startup Settings on the Encoder Web Interface

Command Reference

Local Entry Modes

Regeneration Mode:

Regenerate Upstream VANC	<CTRL+A>! [ON/OFF] <ENTER>
Ignore Upstream Caption Channel	<CTRL+A>6 Channel <ENTER>
Return Upstream Caption Channel	<CTRL+A>7 Channel <ENTER>
Begin PassThru Mode	<CTRL+A>3 [Pairing] [Field] <ENTER>
End PassThru Mode	<CTRL+C>
Begin RealTime Mode	<CTRL+A>2 [Channel] [Rollup] [bBase] <ENTER>
End RealTime Mode	<CTRL+C>

HD Output Types

HD VANC Insertion:

VANC Insertion Disabled	<CTRL+A># OFF <ENTER>
VANC Insertion Enabled	<CTRL+A># ON <ENTER>
VANC Line Change	<CTRL+A>f 334 [Line] <ENTER>
VANC No 333 Detection	<CTRL+A>f vanc [Line] <ENTER>

333 Serial Output:

333 Output Manual configure	<CTRL+A>f 333 <ENTER>.
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GA Serial Output:

GA Serial Output	<CTRL+A>f ga <ENTER>.
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XDS Insertion

XDS Entry:

Enable XDS Entry	<CTRL+A>O XDS O <ENTER>
Load XDS Packet	<CTRL+A>P Packet Duration Content [Priority] <ENTER>
Sample XDS entries	<CTRL+A>P 103 -1 {Evening News} <ENTER>
	<CTRL+A>P 105 00.30.00 4844 <ENTER>

XDS Packet:

Load Default XDS Packet	<CTRL+A>P LPacket Duration Content [Holdoff] <ENTER>
Sample XDS entries	<CTRL+A>P L105 -1 4840 <ENTER>
Load NVM XDS packet	<CTRL+A>w <CTRL+A>P Packet -1 Content <ENTER>

Report XDS Queue	<CTRL+A>e [Packet] <ENTER>
Delete XDS Packet	<CTRL+A>P Packet <ENTER>
Block Upstream XDS	<CTRL+A>T -Class00 <ENTER>
End Blocking	<CTRL+A>T Class00 <ENTER>
End Blocking Example	<CTRL+A>T -0100 <ENTER>

URL EncodingMessage Input:

Begin Message Input	<CTRL+A>0 Title [Channel] [Repeat] [K/D] [O/H] [N/L] <ENTER>
End Message Input	<CTRL+C>
Transmission Delay	<CTRL+B> Delay (delay in seconds)
Message Input Example	<CTRL+A>0 EEG_URL T2 3 D O N <ENTER> EEG on the Web <ENTER> <http://www.eeg.tv>[t:p][C510]<ENTER> <CTRL+C>
Output Message	<CTRL+A>1 Title [Channel] [Repeat] [K/D] [O/H] [N/L] <ENTER>
Remove Message from Queue	<CTRL+A>4 Title [K/D] <ENTER>
Display Message Status	<CTRL+A>9 [Channel] <ENTER>
Begin Set Output Queue	<CTRL+A>8 [Channel] <ENTER>
End Set Output Queue	<CTRL+C>
Display Output Queue	<CTRL+A>B <ENTER>

Date and Time

Set Clock	<CTRL+A>c Time [Zone] [DST] <ENTER>
Set Date	<CTRL+A>d Date <ENTER>

Prom Configurations

List PROM Messages	<CTRL+A>J <ENTER>
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Serial Port Configuration

Change Baud Rate	<CTRL+A>I Baud Bits Parity <ENTER>
Configure GPI Switches	<CTRL+A>R switch1 switch2 switch3 switch4 <ENTER>
GPI Switches Example	<CTRL+A>R - b3 t2 - <ENTER>

Encoder Status CommandsStatus Commands:

Report Identification	<CTRL+A>? <ENTER>
Report Port Activity	<CTRL+A>O <ENTER>
Modem Status	<CTRL+A>+ [Modem] <ENTER>
Recovery Status	<CTRL+A>A <ENTER>
SD Video Presence	<CTRL+A>b <ENTER>
Report Switch Setting	<CTRL+A>S <ENTER>
Report Battery Level	<CTRL+A>Y <ENTER>
Monitor Line 21	<CTRL+A>5 [Channel] [I/O] <ENTER>
End Monitoring	<CTRL+C>

Attachment D

	2017	2018	2019	2020	2021
Date of House Convened	1/3/2012	1/3/2018	1/3/2019	1/3/2020	1/3/2021
Date House Adjourned	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021
Days in Session	190	172	191	162	165
Total Hours in Session	707	673	800	551	696
Average Hours in Session per Day	3.72	3.91	4.18	3.4	4.22
Longest Captioning Day	13:52 hours	12:51 hours	17:00 hours	12:40 hours	15:51 hrs
Total House Measured Passed	441	557	426	351	348
House Recorded Votes	710	500	701	253	449