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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SECTION B - PRICING

See Attachment 2 - Section B Pricing.

Submit fully-burdened labor rates for each of the Tasks (Labor Categories), shifts, and performance periods for thsi Indefinite-Delivery.Indefinite-Quantity (IDIQ) contract. PeopleSoft purchase orders will be issued to fund respective task efforts

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

See Attachment 1 - Section C - Statement of Work

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

The House shall have the right, with reasonable advance notice, to send its representative into areas assigned for the Contractor employees' use at any time for inspection or other purposes approved by the Contracting Officer.

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.
- f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

MAY 2001

Contract period of performance shall be from award, approx. December 1, 2012 through November 30, 2015, plus two one-year options, if exercised, through November 30, 2017

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The House may at its option extend the term of this contract up to two (2) times for a period of 12 months each for a total (including base period) of 60 months. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.
- b. The House may further extend the contract period of performance upon mutual agreement of the contractor.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) 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;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
 - (c) Of the cause(s) relied upon for imposing suspension;
 - (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, 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.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
 - (a) That debarment is being considered;
- (b) 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;
 - (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer 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;
 - (e) Of the effect of the issuance of the notice of proposed debarment; and
 - (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
 - (1) Referring to the notice of proposed debarment;
 - (2) Specifying the reasons for debarment;
 - (3) Stating the period of debarment, including effective dates; and
- (4) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in 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 and liquidated damages as provided for in Section F "Payment for Non-performance," accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.7 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

The contract place of performance shall be the House Capitol Hill Office Buildings, Washington, D.C. and off-site locations in the washington, D.C. metropolitan area (within a 50-mile radius of the Capitol). Remote support may be provided subject to project requirements and approval of the COR.

F.8 US FEDERAL GOVERNMENT HOLIDAY SCHEDULE

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

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- b. Martin Luther King Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day

The federal holiday schedule may be found on the following Web site -- http://www.opm.gov/fedhol.

F.9 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. **For Default**: The CO may terminate this Contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this Contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.
- b. **For Convenience**: The House shall have the right to terminate this order, in whole or in part, at any time, with 30 days written notice to the Contractor.
- c. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with the terms and conditions of the contract. Contractor may claim only properly supported out-of-pocket costs, plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.
- d. Upon termination (including expiration) the Contractor shall:
- (1) Surrender all identification/access passes, decals, keys, etc., issued by the House, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the House and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and at Contractor's expense. If the Contractor fails to act, this Contract authorizes the CO to take possession of Contractor's property and among other remedies at its discretion dispose of same by public or private sale without notice and, out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 LIMITATIONS AND APPROVAL OF SUBCONTRACTORS

The House reserves the right to review and reject personnel proposed by the Contractor (including Consultants and Sub-Contractors) for utilization under this Contract. The Contractor shall provide all stated and implied information regarding the qualifications of any personnel that the Contractor intends to utilize in the performance of this Contract.

The Contractor shall insert all clauses in all subcontracts and request and receive approval in writing from the CO prior to subcontracting performance of any part of this Contract on or off site in the performance of this Contract.

G.2 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

- a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.
- b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

CAO Acquisitions Management Room 358 Ford House Office Building U.S. House of Representatives Washington, DC 20515 Telephone: (202) 225-2921

Fax: (202) 226-2214

- 1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
- 2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
- 3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other then the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.
- b. Contracting Officer's Representative (COR):

AS DESIGNATED BY THE CO.

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- 1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.
- 2. Additional responsibilities of the COR are as follows:
 - Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
 - Review, approve, and process contractor invoices.
 - Submit periodic report(s) to the Contract Administrator (CA).
 - Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.
- c. Contract Administrator/Contract Specialist:

Jim Caskey
Senior Contract Specialist
CAO Acquisitions Management
Room 358 Ford House Office Building
U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921

Telephone: (202) 225-2921 Fax: (202) 226-2214

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.4 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name, Title, Address, Phone, Fax, E-mail.

- b. The ACR shall provide periodic status reports to the COR as requested. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.
- c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.5 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

- a. The contractor shall assign key personnel by name and title who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.
- b. The following information shall be provided for each key person identified by the contractor: name, title, telephone number, and e-mail address.

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c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. Upon receipt of all required information (including resumes of proposed substitutes), the CO will notify the contractor of the decision on substitutions within 10 business days.

G.6 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

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.7 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate 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 the contract.
- b. 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 CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.8 HC.7.025 RELEASE OF CLAIMS

FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

G.9 HC.7.003 INVOICES

FEBRUARY 2005

- a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the House Web site at www.house.gov/content/vendors/accounting/ for appropriate forms or call the EFT Help Line at 202-226-2277.
- b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number Name of Contractor Point of Contact House Contract Number Task/Delivery Order Number (as appropriate) Invoice Number and Invoice Date

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Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item; Quantity Delivered; Unit Price; Extended Price

Total Price of all deliverables contained on Invoice Payment Terms, if appropriate (Example: 2% 10 - Net 30)

- d. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
- e. The House is exempt from the Prompt Payment Act.
- f. UNLESS OTHERWISE PROVIDED BY STATUTE, THE HOUSE IS EXEMPT FROM ALL TAXES, INCLUDING ANY SALES AND USE TAXES.
- g. Invoices (subsequent to the first one) for fixed monthly recurring costs are not required in cases of automated monthly payments authorized under a Recurring Voucher Contract (RVC) which serves as a task order under a master contract.

G.10 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.11 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.12 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

- a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted as requested by the COR. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract.
- b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.
- c. The CAO will measure vendor performance using appropriate criteria.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

- a. The contractor shall carry and maintain, during the entire period of performance under this contract, the following:
 - (1) Workers' compensation and employee's liability insurance: minimum \$500,000 per incident.
 - (2) Automobile (vehicle) general liability insurance: minimum \$1 million combined single limit.
 - (3) Comprehensive general liability: minimum of \$1 million per occurrence, \$2 million aggregate.
 - (4) Professional liability.
 - (5) Other insurance as directed by the contracting officer.
- b. The Contractor shall maintain insurance limits for a period of one (1) year following contract completion.
- c. The Contractor must ensure that a Certification of Insurance is submitted to the CO annually, with a copy to the COR. The Contractor is also responsible of notifying the CO and COR of any change or cancellation of such insurance within 30 days of the adjustment. Such notification must include the House contract number or purchase, delivery, or task order number.
- d. The insurance policies shall include a waiver of subrogation clause as follows: It is agreed that in no event shall this insurance company have any right of recovery against members, employees, representatives, or agents of the United States government and the United States House of Representatives.
- e. The Contractor hereby indemnifies, releases and holds harmless the United States government, the United States House of Representatives, and all agents of the United States government and the United States House of Representatives, for and against any and all losses, damages, claims and liabilities arising out of any loss, theft, damage or destruction of equipment, tools, materials as supplies owned or rented by Contractor, regardless of existence or limits of coverage, even if caused by an act or omission of all members, employees, representatives, or agents of the United States government and the United States House of Representatives.

H.2 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for

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assigned duties, they will notify the CAO Human Resources Director who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this Contract shall sign and submit to the COR an "Affirmation of Non-Disclosure," which can be obtained from the House Web site (http://www.house.gov/content/vendors > Reference Documents) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information including Freedom of Information Act (FOIA) requests, and further agrees not to provide access to or release any information without prior written approval by the CO.

H.8 HC.8.004 INFORMATION SECURITY

OCTOBER 2003

- a. All Contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as HIR/NUC (Network Unified Communications) or CABS (CAO Advanced Business Solutions), are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOLS) and House Information Security Publications (HISPUBS). HISPOLS and HISPUBS may be obtained by submission of a completed Non-Disclosure Form (Attachment 3) to the Contract Administrator, Jim Caskey, via email to jim.caskey@mail.house.gov. Assure reference to the solicitation number and title in the subject line of request email.
- b. Contractor personnel must be eligible for a federal government security clearance if access to Confidential Business Information or Confidential House Information (defined in HISPOLs) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed necessary. In addition, Contractor personnel shall not remove Confidential Business Information or Confidential House Information from the Capitol campus.

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- c. All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.
- d. Contractor is not permitted to transfer data from House computers to Contractor computers or to access the House network from computers that have not certified by the House.
- e. The security and integrity of electronic drawing documentation files must be maintained at all times. To that end, project-related Computer-Aided Design (CAD) files of House or AOC maintained or utilized structures shall not be distributed using electronic methods (i.e. Internet, e-mail). All distribution and receipt will be conducted using hand-carried media.

H.9 HC.8.008 WARRANTY

JUNE 2001

- (a.) All warranty rights applicable to House owned equipment shall apply and pass through to any House designated contractor/vendor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.
- (2) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Assets, Furnishings and Logistics department. Warranties must be on site unless otherwise specified.
- (3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the contractor's published time and materials rates or other rates as may be mutually agreed. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

H.10 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

For contractors working in House spaces, the contractor agrees to post in all work areas an Emergency Evacuation Plan provided by the COR and to instruct all its employees regarding their obligations to follow such plans. Additionally, the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911 from a House phone or by dialing 202-224-5151 from any other phone.

H.11 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

H.12 HC.8.014 CONTRACT TYPE - IDIQ

AUGUST 2002

This is an Indefinite Delivery/Indefinite Quantity contract, applying established fixed rates for services on individual task orders to be issued. Task Orders issued will be Time and Material or Firm Fixed Price.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.002 **OBSERVANCE OF LAWS**

MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I 2 HC 9 003 DISPUTES

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.3 **AVAILABILITY OF FUNDS** HC.9.004

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.4 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I 5 HC 9 009 COMPLIANCE WITH ALL LAWS

JUNE 2002

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

I.6 HC.9.010 LIABILITY OF THE HOUSE

JUNE 2002

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.

LIABILITY OF THE CONTRACTOR I.7 HC.9.011

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Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.8 HC.9.013 GRATUITIES

JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.9 HC.9.014 ASSIGNMENT

JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.10 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

I.11 HC.9.019 BUY AMERICAN

MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

- a. Definitions. As used in this clause-
- "Component" means an article, material, or supply incorporated directly into an end product.
- "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 in paragraph (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.

"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 50 percent 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.

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"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

- b. The Contractor shall comply with all applicable laws of the United States (federal, state, and local).
- c. This contract shall be governed in accordance with House Rules (available on-line at http://www.house.gov.
- d. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification." Refer to Section K.

I.12 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

List of Attachments:

- Section C Statement of Work
 Section B Pricing
- 3. Non-Disclosure Form HISPOLs/HISPUBs

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

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, corporations or other business combinations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to ensure satisfactory completion of the contract, and who have established a satisfactory record of past performance on the same or similar type of work. Offerors shall, if requested by the CO, promptly furnish any information that the CO may consider necessary to establish their competency for the work.

Offeror certifies by submission of this proposal that it has not publicly or privately colluded with any other Offeror to fix prices or conditions of the Offer or resultant contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

- a. The Contractor shall furnish the company's Dun and Bradstreet (DUNS) number. In the event that insufficient information is available through Dun and Bradstreet to make a full assessment and determination of the Contractor's financial strength and standing, the House reserves the right to obtain audited financial statements for the most recent three (3) years for which audited financial statements exist. If the Contractor does not possess audited financial statements, the Contractor may submit copies of Balance Sheets, Profit and Loss Statements, and tax returns for the same period.
- b. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number-
- (i) Via the Internet at http://fedgov.dnb.com/webform or if the Offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The Offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business;
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized;
 - (iii) Company Physical Street Address, City, State, and ZIP Code;
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical);
 - (v) Company Telephone Number;
 - (vi) Date the company was started;
 - (vii) Number of employees at your location;
 - (viii) Chief executive officer/key manager;
 - (ix) Line of business (industry); and
 - (x) Company Headquarters name and address (reporting relationship within your entity).

Enter Offeror's Dun and Bradstreet Number:	

K.3 CENTRAL CONTRACTOR REGISTRATION

- a. Prospective contractors shall be registered in the CCR database (www.ccr.gov) prior to award of a contract or agreement, except for-
- (1) Purchases that use a Government-wide commercial purchase card as both the purchasing and payment mechanism, as opposed to using the purchase card only as a payment method;
- (2) Classified contracts when registration in the CCR database, or use of CCR data, could compromise the safeguarding of classified information or national security;

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- (3) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies.
 - (4) Contracts to support unusual or compelling needs.
- b. Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database: and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- c. (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- d. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- e. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- f. The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the House's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates to its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- g. (1) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (a) change the name in the CCR database; (b) comply with the requirements of the House Novation Agreement; and (c) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (2) If the Contractor fails to comply with the requirements of paragraph (g)(1) of this clause, or fails to perform the agreement at paragraph (g)(1)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be non-responsive and ineligible for award.
- h. Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

K.4 HC.11.003 INSURANCE INFORMATION

JULY 2001

Offeror shall submit with its proposal a Certificate of Insurance demonstrating its compliance with the minimum insurance requirements as defined in Section H. herein.

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K.5 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

- a. By submitting a Proposal in response to this solicitation, the Offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been debarred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the Offeror within a three year period preceding this offer, been convicted of or had a civil judgment rendered against it for:
- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract;
 - (2) Violation of federal or state antitrust statutes relating to the submission of offers; or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. The Offeror also certifies that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this provision.
- c. Offerors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the contracting officer determines that there is a compelling reason for such action. Offerors debarred, suspended, or proposed for debarrment are also excluded from conducting business with the House as agents or representatives of other contractors.
- d. Offerors included in the EPLS (Excluded Parties Listing Service www.epls.gov) as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. The House shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that period. The EPLS includes the following:
- (1) Names and addresses of all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule, with cross-references when more than one name is involved in a single action;
 - (2) Name of the agency or other authority taking the action;
 - (3) Cause for the action or other statutory or regulatory authority;
 - (4) Effect of the action;
 - (5) Termination date for each listing;
 - (6) DUNS No.;
- (7) Social Security Number (SSN), Employer Identification Number (EIN), or other Taxpayer Identification Number (TIN), if available; and
 - (8) Name and telephone number of the agency point of contact for the action.
- e. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties.
- f. (1) After the opening of bids or receipt of proposals, the Contracting Officer shall review the EPLS.
- (2) Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids, and rejected unless the Director, Office of Procurement Management determines in writing that there is a compelling reason to consider the bid
- (3) Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed Offeror during a period of ineligibility, unless the Director, Office of Procurement Management determines, in writing, that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Contracting Officer may, but is not required to, consider such proposals, quotations, or offers.
- (4) Immediately prior to award, the Contracting Officer shall again review the EPLS to ensure that no award is made to a listed contractor.

K 6 HC 11 009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal (or revised proposal) provided that the House makes the award of the contract within 90 calendar days after receipt of the offer (or latest timely received revised offer).

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	AUTHORIZED COM	MPANY OFFICIALS	AUGUST 2002
		(s) are authorized to negotiate on its behalf von in table format on each individual:	with the House in connection with this
Name <u>Title</u>	Telephone Nun	mber E-mail Address	
(a) The offeror certifies the offeror has considered. The offeror shall list as for products. The terms "comproducts the clause HC.9.019 of the (b) Foreign End Products.	nat each end product, except d components of unknown breign end products those end ponent," "domestic end products is solicitation entitled" Bu	ort those listed in paragraph (b) of this provisorigin to have been mined, produced, or mained products manufactured in the United Staroduct," "end product," "foreign end product y American Act." Country of Origin: [List as necessary]	nufactured outside the United States. tes that do not qualify as domestic end
K.9 HC.11.019	SIGNATURE		AUGUST 2002
I certify that these represe knowledge, and belief.	entations, certifications, an	d other statements are complete and accurate	e to the best of my information,
NAM	E OF OFFEROR	DATE	
SIGNAT AUTI	URE OF PERSON HORIZED TO SIGN		

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

The work set forth in the Statement of Work requires the services of a contractor who has experience performing similar work on a comparable scale.

Each proposal shall be divided into two (2) separate parts (Price and Technical), shall be sufficiently complete and organized to ensure that a complete evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order 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, in the order contained herein, shall be disqualified from further consideration.

Legibility, clarity and coherence are very important. Using the instructions provided below and in consideration of the assessment criteria, provide as specifically as possible the actual methodology you would use for accomplishing these factors. All of the requirements specified in the RFP are mandatory. By your proposal submission you are representing that your firm will perform all the requirements within schedule specified in the RFP. Do not merely reiterate the objectives or reformulate the requirements specified in the RFP.

Contractors whose products or capabilities that are misrepresented during the solicitation phase, who are subsequently awarded a contract, shall be subject to the penalty provisions of the contract.

Part I - Price Proposal

- **Tab 1**. The Contractor shall insert Section A of this solicitation with all required/applicable blocks completed.
- **Tab 2** Representations, Certifications and Other Statements. The Contractor shall insert completed and signed Section K in its entirety.
- **Tab 3** Price Schedules Section B. The Contractor shall complete and submit all pricing Schedules. In all instances where a table or schedule is required to be completed by the Contractor in response to this RFP, the Contractor shall reproduce the tables or schedules in Microsoft Word, Excel or PDF, exactly as they appear in this solicitation. The Contractor shall clearly state the basis for the pricing provided in Year 1 and the escalation factor or index to which pricing for subsequent years is tied.

Part II - Technical Proposal. Shall be divided into the following distinct and marked parts.

- Tab 1 Technical Approach. The Contractor shall include plans and procedures proposed to accomplish the Work defined in Section C
- **Tab 2** Corporate Capabilities and Past Performance. Contractor shall provide an executive summary of Contractor's organization, including:
- a. Legal name of the firm.
- b. Organizational chart showing the chain of command of supervision and management staff proposed for this contract, up through and including the President/CEO of the firm. E-mail addresses and phone numbers shall be provided for all persons listed on the organization chart.
- c. Overview of personnel development, training and certification programs. The Contractor shall provide a description of the firm's approach to ensuring that its personnel are certified.
 - (1) Exhibits of pertinent experience and qualifications in conducting similar services as stated in the solicitation;
 - (2) Examples of corporate stability and sound organizational qualities; and
 - (3) Company history.
- d. Qualification of Proposed Personnel. The Contractor shall provide the following:
 - (1) Authorized Contractor Representative.
- (2) List of personnel proposed to work under this Contract. Clearly identify which personnel are designated as "Key Personnel."
 - (3) Resume for each person proposed to work under this contract.

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(4) Photocopies of relevant certifications for each person proposed.

e. References. The Contractor shall provide references for three (3) current or recently completed (within the past two years) projects of similar scope and size. No more than one (1) reference shall be for projects that have not yet been completed and at least two (2) shall be for public sector clients. Reference data shall include firm name, location, brief contract description, period of performance and value, contact name, telephone number and email address and whether serving as the sole contractor (without subs), prime contractor with subcontracting limited to [specify] percent, or as a sub contractor. The Evaluation Team, at their discretion, may contact these references to verify provided information.

Tab 3 - Management Approach. The Contractor shall describe the overall approach to providing services in accordance with specifications herein including quality assurance method(s), remedies, and escalation procedures. The narrative should discuss planned approaches to meet the requirements identified in the Statement of Objectives and other opportunities for the Contractor and the House to work as partners to improve the House environment and operations.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Proposals are due by the date and time cited in Section A block 9 and shall not exceed twenty-five (25) pages, excluding financial information and resumes. Offerors shall submit one (1) original copy to the address in Section A block 7, and one electronic version in MS Word/Excel or PDF format of the proposal 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 or not the offeror has the qualifications to meet the House's requirements. The separate proposal parts shall be sealed in the same suitable container, and all containers shall clearly identify the name of the firm and address and the solicitation number. The two separate parts of the electronic version shall be in the same email addressed to the contract administrator identified in Section A block 10. The subject line of the email message shall be the RFP number. Access to information in any files attached to the response is the responsibility of the submitting party. The House is not responsible for any failure to access information. No HAND CARRIED (or couriered) proposals will be accepted and facsimile proposals will NOT be accepted. Receipt of the electronic version by email by the due date and time will satisfy the submission deadline requirement. The size limit for emailed proposals is 10 MB. The hard copy shall be shipped no later than the deadline date and received within five days thereafter.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

- (1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is determined to be in the best interest of the House and it is received before award is made.
- (2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- (3) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.
- (4) Proposals may be withdrawn by written notice, e.g. email or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

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- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation 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 or quotation. If, however, a contract is awarded to this offeror or quoter 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

(2) 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 or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make an award to the offeror whose proposal meets the requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors:

- (1) Technical approach
 - --Clear understanding of the Statement of Work (SOW)
 - --Overall approach to provide services and support
 - --Ability to perform the tasks as stated in the SOW
- (2) Corporate Capabilities and Past Performance
 - -- Demonstrated financial strength and stability
 - -- Corporate capability to satisfy the requirements.
 - --Evidence that the contractor has provided similar services for other clients
 - --Evidence of the contractor's successful past performance within the past five years
 - --Satisfaction of former clients and overall quality of services represented by the projects described
- (3) Management Approach
 - --Staffing Plan
 - --Experienced staff
 - -- Depth of qualified staff
 - --Qualifications and experioence of proposed personnel (as measured by resumes and interviews)
 - --Ability to respond to changing workload requirements and schedules

(4) *Price

*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.

Final selection shall be based on the House's perceived risk, which may be inherent in the Contractor's approach, the cost to correct any deficiencies in the Contractor's proposal, the reasonableness, realism and affordability of the Contractor's price, and the best value, as determined solely by the House.

Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

Factor Weight. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to make a single award resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award" and represents the best value to the House.
- b. The House may:
 - (1) reject any or all offers, if such action is its interest,
 - (2) waive informalities and minor irregularities in offers received.

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c. The House intends to evaluate proposals and to make award without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary or in the interest of the House.

Network Engineering and Configuration Management Operational Support

SECTION C – DESCRIPTION OF WORK

C.1 OBJECTIVE

The Office of the Chief Administrative Officer (CAO) of the U.S. House of Representatives (hereinafter referred to as "the House") seeks the services of a contractor to provide assistance, as needed, in engineering, design, configuration, deployment, and installation for project related upgrades, enhancements, emerging projects, and new services implementations for the House campus data and wide area networks (CDN and WAN). This assistance consists of project-based, Contractor staff who will work on-site or remotely with the House permanent staff to accomplish the necessary tasks. The House staff will provide day-to-day direction to the Contractor staff during project assignments. This solicitation will result in a Labor Hour, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract with a base performance period of three (3) years, commencing in December 2012, plus two (2) one-year option periods. The level of effort consists of variable staff loading based on existing and emergent projects, with an estimation of quantities of required service included in <u>Section C.4.2</u>. The tasks and hourly quantities listed in this Statement of Work (SOW) are included for estimation purposes only and are not purchased or guaranteed by this contract.

C.2 BACKGROUND

The CAO's mission is to provide a wide range of operational, technical, logistical, financial, and administrative support services to the Members, Committees, Leadership and Officers of the House of Representatives. The House community comprises approximately 10,000 employees. The CAO is comprised of more than 650 technical and administrative staff and provides services in the following areas: information technology, finance, budgetary management, equipment and assets management, human resources, payroll, child care, training and development, employee assistance, food and vending, acquisitions and contract/vendor management, administrative counsel, and a myriad of other support services

The House has installed a large campus network in Washington, D.C. and WAN connections to the Member District offices in the 50 States, the District of Columbia, the Commonwealths of Puerto Rico and the Northern Marianas Islands, and the Territories of American Samoa, Guam, and the U. S. Virgin Islands. The House has standardized on Cisco network devices and has

deployed over 2,000 routers, switches, access servers, Virtual Private Network (VPN) hardware concentrators and clients and other network devices to support 11,000+ users in Washington, D.C. spread across six buildings on Capitol Hill plus the 900+ Member District offices.

The House regularly upgrades its campus and wide area networks in response to user requirements, industry changes, and best practices. Examples of current upgrade/change efforts include:

- On-going engineering and operational support for various efforts associated with business continuity and disaster recovery (BCDR).
- Requirements for on-going engineering design, implementation, and operational support for the upgrade of the House's Campus Data Center.
- Providing centrally managed WIFI access in District Offices
- Increase the coverage of WIFI on campus.
- Prepare the Campus Data Network to support VOIP and UC applications
- Requirements for on-going engineering design, implementation, and operational support for the House-wide financial application: administrative tools, links, and solutions (Atlas) program that continues under development.

C.3 SCOPE

At the direction of the Contracting Officer's Representative (COR), the Contractor will provide technical and coordination services on an as needed basis, to assist House Information Resources (HIR) Networking and Facilities staff with engineering, design, configuration, deployment, and installation of upgrades, enhancements, emerging projects (i.e. Data Center renovations, FDA Building (FOB-8), IPv6, Cannon renovation and additional BCDR initiatives), new services implementations for the House campus and wide area networks, as well as their life-cycle sustainment.

The Contractor shall propose labor categories appropriate to accomplish the work/tasks. The task descriptions are listed below. All Contractor staff will work at the direction of the COR. The House will supply work space, computer workstations and software for use by Contractor staff, while on-site working on a specific task. If tasks require, the COR will coordinate secure remote access.

When assigned to a project, Contractor staff will primarily work a standard, eight-hour business schedule (8 billable hours, does not include breaks) between 7:00 am and 6:00 pm, Monday through Friday. However, due to the fact that this is a production environment, shift, weekend,

and holiday work may be required. Holidays are defined as federal holidays (see: http://www.opm.gov/Operating Status Schedules/Fedhol/2012.asp) and those observed by the House. Note that the House may be closed and/or CAO operations suspended on occasion due to inclement weather or other circumstance. The Contractor should propose fully-burdened labor rates for two weekday shifts (Monday – Friday, daytime and nighttime), one weekend shift (Saturday, Sunday), and one holiday shift. The shift times below represent typical work day shifts. However, the Contractor can propose alternative shift times while retaining the same categories and number of shifts.

- Shift 1: M-F "Daytime" Shift 1-6:00am to 10:00pm
- Shift 2: M-F "Nighttime" Shift 2-10:00pm to 6:00am
- Shift 3: Weekend Shift (from 10pm Friday to 6am Monday)
- Shift 4: Holiday Shift (from 10pm on the previous day to 6am on the following day)

(The rate proposal for Shift 1 would cover any 8 hour schedule between 6am and 10pm, EST or EDT. Time for lunch and breaks is not billable).

The Contractor shall provide a list of any company holidays observed by their employees that differ from the federal holiday schedule (e.g., Friday after Thanksgiving). Unless specifically requested by the Contracting Officer's Representative (COR), contract personnel will not work on federal holidays. Contractors may also be instructed not to work on days when CAO operations are shut down (CAO snow days or should an administrative day off be granted to CAO staff).

C.4 TECHNICAL REQUIREMENTS

C.4.1 Task Description

The Contractor shall provide qualified labor to support the following tasks.

Task 1: Device management support to include upgrades, troubleshooting, configuration management (CM), and Level 2 operational support for the campus and wide area networks.

Provide qualified staff (Network Communications Specialist or equivalent) with experience in configuration, testing, deployment, and support for 10Gig, gigabit, and 10/100 Ethernet and L2/L3 switches, access servers, wireless, EIGRP, BGP and MPLS, DSL, and VPN wide area connections. Typical duties include (but are not limited to):

Specifying requirements for, obtaining quotes and requisitioning network equipment.

- Inventory of equipment.
- Coordinate new service (circuits).
- Coordinate change service (i.e., moving T1 service from one location to another; working vendors to disco old circuits and provision new).
- Coordinating with service providers on provisioning and orders.
- Configuring network devices including remote management and security.
- Developing configuration procedures and guidelines.
- Upgrading network device hardware and operating system code.
- Testing network devices before deployment.
- Assisting engineering staff with design and testing for new products and services.
- Installing network devices (new equipment and replacing failed devices and components).
- Installing, testing, labeling, and certifying Cat5/E, Cat6, Singlemode, and Multimode fiber cables and patch cables. (House will supply cable testing equipment.)
- Labeling and preparing network devices for shipment.
- Shipping network devices.
- Coordinating with service providers and District office on-site personnel to install circuits and equipment and verify that both are operational.
- Level 2 operational support (troubleshooting and resolving network problems and outages).
- Providing performance monitoring.
- Providing customer liaison.
- Documentation (provisioning, network addressing, circuit IDs, inventory, network diagrams, configuration checklists, change management, trouble tickets, weekly reports, etc.)
- Work under the direction of the COR.

Task 2: Device management support to include upgrades, advanced troubleshooting, configuration management (CM), advanced Level 2 operational support and network engineering for the campus and wide area networks.

Provide qualified staff (Senior Network Communications Specialist / Network Engineer or equivalent) with advanced experience in configuration, testing, deployment, and support for, 10Gig, gigabit, and 10/100/1000 Ethernet and L2/L3 switches, access servers, wireless and T1, DSL, and VPN wide area connections. Staff will also be required to perform some Network design/Engineering. Typical duties include (but are not limited to):

- Obtaining quotes for network equipment.
- Inventory of equipment.
- Coordinating new service (circuits).
- Coordinating change service (i.e., moving T1 service from one location to another; working vendors to disco old circuits and provision new).
- Coordinating with service providers on provisioning and orders.

- Configuring network devices including remote management and security.
- Developing configuration procedures and guidelines.
- Upgrading network device hardware and operating system code.
- Testing network devices before deployment.
- Assisting engineering staff with design and testing for new products and services.
- Installing network devices (new equipment and replacing failed devices and components).
- Installing, testing, labeling, and certifying Cat5/E, Cat6, Singlemode, and Multimode fiber cables and patch cables. (House will supply cable testing equipment.)
- Labeling and boxing network devices for shipment.
- Shipping network devices.
- Coordinating with service providers and District office on-site personnel to install circuits and equipment and verify that both are operational.
- Advanced Level 2 operational support (troubleshooting and resolving network problems and outages).
- Providing performance monitoring.
- Providing customer liaison.
- Documentation (provisioning, network addressing, circuit IDs and DLCIs, circuit speed, inventory, network diagrams, configuration checklists, change management, trouble tickets, weekly reports, etc.).
- Engineering design and implementation for data services.

Task 3: Senior network engineering support to include advanced data and VoIP design, upgrades, troubleshooting, and Level 3 operational support for the campus and wide area networks.

Provide qualified staff (Senior Network Engineer or equivalent) with extensive experience in design, implementation, and support of complex data and voice networks, provisioning and troubleshooting wide area services, diagnosing and resolving equipment configuration and network problems, monitoring network faults and performance, and designing and implementing cabling infrastructures to support voice and data. Typical duties include (but are not limited to):

- Engineering design and implementation for data, voice, and/or video services.
- Engineering design and implementation for VoIP and QoS services.
- Engineering design and implementation for business continuity, redundancy, diversity, and fail-over for data services.
- Engineering design and implementation for an IPv6 transition.
- Providing Senior-level operational support (troubleshooting and resolving network problems and outages).
- Monitoring advanced network and system performance.
- Providing customer liaison.

• Documentation (network diagrams, network device configuration templates, design validation reports, testing plans, etc.).

- Knowledge transfer on new/upgraded technologies and services to House Level 2 (Network Configuration Management) and Level 3 (Network Systems Engineering) staff.
- Coordinating work on projects including assigning and scheduling tasks.
- Following House IT Governance methodology for managing projects.
- System engineering technical support.

C.4.2 Level of Effort

Contractor support for this RFP consists of variable staff loading based on emergent projects. The table below provides an estimate of the required quantities of the respective services; the represented hours do not constitute a guarantee of purchase.

Labor Category	Estimated Hours per 12 Month Period	Supporting Task
Network Communication Specialist	500	1
Senior Network Communications Specialist/Network Engineer	1000	2
Senior Network Engineer	2000	3

The intent is that a statement of work will be prepared for each project tasking. The House will coordinate the start date, period of performance, deliverables and expected number of hours per week that the effort will require with the contractor. A separate purchase order will be generated for each project tasking.

C.4.3 Contractor Capability Requirements

The House will assign a Program Manager (PM) to direct this effort; the House PM will be either a Senior Network Communications Specialist or a Senior Network Engineer.

The Contractor shall provide skilled staff. Resumes must be provided for all proposed staff, along with a commitment of their availability for projects to commence approximately December 2012. The House may request a copy of any professional certifications noted on a resume. The House reserves the right to interview/screen proposed staff. Specific skill sets and labor categories follow below.

Network Communications Specialist (Task 1)

This position requires experience in the following tasks:

• 3+ years configuring and implementing Cisco routers and switches (the House currently uses 2811, 2900, ASR1002/4, 7200, 6500 series routers, 1721 and 1841 VPN hardware clients, and ASA VPN concentrators, and Catalyst 2950, 2960, 4000, and 6500 series switches), Cisco IOS and Catalyst OS, routing protocols EIGRP, OSPF, BGP, and TCP/IP, IEEE 802.x Ethernet, and IPSec.

- Troubleshooting complex data networks.
- Configuring and supporting fail-over and redundancy.
- Implementing best practices and applicable information security/information assurance policies and principles in the delivery of network services.
- Provisioning wide area circuits, coordinating with service providers and local telcos to order and install local loop and service, troubleshooting wide area service, resolving equipment configuration and network or circuit problems, and monitoring network, circuit faults and performance.
- Providing customer service.

Contractor personnel filling this position will be required to:

- Work across teams and functional areas.
- Train and/or transfer knowledge. Contractor must train House staff on new technologies and services prior to deployment.
- Communicate effectively both orally and in writing.
- Listen to customer concerns, be responsive to individual customer needs, and work with customers to answer their service questions.

The following experience and certifications are preferred:

- Working knowledge of network management systems (NMS).
- Cisco professional certification at the CCNA level or higher.

Senior Network Communications Specialist / Network Engineer (Task 2)

This position requires experience in the following tasks:

• 4+ years configuring and implementing Cisco routers and switches (the House currently uses 2811, 2900, ASR1002/4, 7200, 6500 series routers, 1721 and 1841 VPN hardware clients, and ASA VPN concentrators, and Catalyst 2960, 4000, and 6500 series switches),

Cisco IOS and Catalyst OS, routing protocols EIGRP, OSPF, BGP, and TCP/IP, IEEE 802.x Ethernet, and IPSec.

- Advanced troubleshooting of complex data networks.
- Configuring and supporting fail-over and redundancy.
- Implementing best practices and applicable information security/information assurance policies and principles in the delivery of network services.
- Provisioning wide area circuits, coordinating with service providers and local telcos to order and install local loop and service, troubleshooting wide area service, resolving equipment configuration and network or circuit problems, and monitoring network, circuit faults and performance.
- Engineering design and implementation for data services.
- Providing customer service.

Contractor personnel filling this position will be required to:

- Work across teams and functional areas.
- Train and/or transfer knowledge. Contractor must train House staff on new technologies and services prior to deployment.
- Communicate effectively both orally and in writing.
- Listen to customer concerns, be responsive to individual customer needs, and work with customers to answer their service questions.

The following experience and certifications are strongly preferred:

- Solid knowledge of and experience with network management systems (NMS).
- Cisco professional certification at the CCNP level or higher.

Senior Network Engineer (Task 3)

This position requires experience in the following tasks:

- 6+ years of hands-on experience designing, implementing, and supporting complex data networks.
- Extensive hands-on experience with Cisco routers and switches, Cisco IOS and Catalyst OS, routing protocols EIGRP, RIP, BGP, IBGP, OSPF, and TCP/IP, IEEE 802.x Ethernet, IPSec, and Wireless networking.
- Experience planning an IPv6 migration.
- Expert knowledge of and extensive experience with Netflow and NMS systems.
- Senior-level troubleshooting of complex data networks.
- Designing and implementing for network redundancy and failover.

• Implementing best practices and applicable information security/information assurance policies and principles in the delivery of network services.

- SDLC and system engineering technical support.
- Providing customer service.
- Managing data/voice/video communications projects.
- Managing data communications projects utilizing Cisco equipment preferred.

Contractor personnel filling this position will be required to:

- Work across teams and functional areas.
- Train and/or transfer knowledge. Contractor must train House staff on new technologies and services prior to deployment.
- Lead and/or supervise technical staff.
- Communicate effectively both orally and in writing.
- Listen to customer concerns, be responsive to individual customer needs, and work with customers to answer their service questions.

The following experience and certifications are strongly preferred:

- Expert knowledge of and extensive experience with Netflow and NMS.
- Cisco professional certification at the CCIE level; Cisco Systems Instructor certification.

The Contractor may propose additional skill sets and propose that more than one skill set and/or labor category be used to complete specific tasks as applicable. Any new skill sets or labor categories included by the Contractor need to meet the requirements set forth in the tasks. The Contractor shall complete Pricing Tables in Section B by entry of fully-burdened hourly labor rates.

The House may require Contractor staff to change shifts on a temporary basis during the network installation phase of projects. The Contractor will state the amount of notice required for changing staff shifts.

C.5 PHASES AND DELIVERABLES

General Requirements for all tasks are as follows:

Monthly Report: The Contractor shall submit a monthly report detailing hours worked by Contractor personnel in each labor category for all tasks. The report shall include accomplishments during the month, problems and resolutions and any outstanding problems. The monthly report shall also include a spreadsheet with a breakdown of each purchase order, the contracted amount, hours and funds used to date, and remaining dollars and hours for each purchase order.

The COR will work with the Contractor to develop mutually acceptable report formats for the monthly reports, which shall be submitted by the 10th of each month for the prior month.

The Contractor must supply files in either the following formats or as Adobe .pdf files:

- All project plans in MS Project format.
- All documentation in MS Word, MS Excel.
- All network diagrams in MS Visio 2000 or better.

Network Engineering and Configuration Management Operational Support Section B - Pricing

CLIN	Shift	Task 1 – Network Communications Specialist		
		Base Period	Option Period 1	Option Period 2
100	Shift 1			
110	Shift 2			
120	Shift 3			
130	Shift 4			
		Task 2 – Senior No	etwork Communications	Specialist/Network Engineer
		Base Period	Option Period 1	Option Period 2
200	Shift 1			
210	Shift 2			
220	Shift 3			
230	Shift 4			
			Task 3 – Senior Network	k Engineer
		Base Period	Option Period 1	Option Period 2
300	Shift 1			
310	Shift 2			
320	Shift 3			
330	Shift 4			

Non-Disclosure Form (Solicitations)

This Non-Disclosure form (Solicitations) should be completed by those prospective Offerors for Request for Proposal (RFP) [or RFQ or RFI or IFB] [Number and Title] for the U.S. House of Representatives (House) who have requested access to House Information Security Policies (HISPOLs) and Publications (HISPUBs) in order to assist them in the pre-submission phase of the procurement, including, but not limited to, preparing

a quote or proposal.

I hereby agree and acknowledge that I shall not disclose any information contained in the HISPOLs, except insofar as such disclosure: (1) is expressly permitted by the terms of the RFP; (2) is to employees of the Offeror who have a need to know in order to have them assist Offeror in the pre-submission phase of the procurement; (3) is specifically authorized in writing by the Contracting Officer or the Committee on House Administration; (4) is in accordance with the rules and regulations of the House; or (5) is required by applicable law. I understand that persons who are not employees of Offeror but are working with Offeror in the pre-submission phase of the procurement must have the senior representative of their company sign their own form. I understand that the House is exempt from many statutes, regulations and other legal requirements otherwise applicable to other government agencies. I will immediately notify the Contracting Officer if a third party requests such disclosure and shall not disclose any information contained in the HISPOLs to such third party without obtaining prior written authorization from the Contracting Officer. I represent that any employee with whom the HISPOLs are shared will be informed of the requirements of this Non-Disclosure form and of their responsibility not to disclose such information except as permitted herein. I understand that the House may seek any remedy available to it to ensure compliance with this Non-Disclosure Form, including, but not limited to, application for a court order prohibiting the disclosure of information contained in the HISPOLs and/or disqualification from the solicitation and contracting process. I understand that if the terms and conditions of this Non-Disclosure form are violated, I may be subject to administrative, civil, or criminal action, as appropriate, under applicable law.

Name [Please Print]	Title	
Name of Prospective Offeror (Firm)		
Signature	Date	