AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

	1. CONTRACT ID CODE	Page 1 of 1

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 06/29/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE	ACM	7. ADMINISTERED BY (If other than Item 6)	CODE

CAO Acquisitions & Contract Management
358 Ford HOB
Washington, DC 20515

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		
	(X)	9A. AMENDMENT OF SOLICITATION NO. OPR11000035
	(X)	9B. DATED (SEE ITEM 11) 05/25/2012
		10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE _____ FACILITY CODE _____		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment 2 to:

1. Provide answers to new and previously-unanswered questions, reference updated Q&A Amend 2 Attachment 1, attached.
2. Revise the Statement of Work Section 2 Definitions, reference RFP Attachment J.3 (Revised 6/29/12), attached.
3. Revise Clause H.7 Data/Ownership/Transfer/Access, reference RFP Clauses (Revised 6/29/12), attached.
4. Provide a copy of the House Digital Mail Program CMS Interface Specification, Amendment 2 Attachment 2, attached.

NOTE: The deadline for receipt of proposals has NOT been extended; it remains 10:00 AM Monday July 9, 2012.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jim Caskey

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. U.S. HOUSE OF REPRESENTATIVES BY _____	16C. DATE SIGNED 06/29/2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Questions and Answers
Technology Services

1. Clause F.1 Period of Performance: If awards are made in 2012, and period of performance is effective upon contract award, will work contracted under the previous contract remain valid through December 2012? If so, is it the intent that clients can purchase from both contracts during this overlap?

   Answer: Current contracts are valid through 1/2/13. Services under the new contract will commence on 1/3/13. There is no overlap in the provision of services.

2. Clause F.5 Liquidation and Performance Damages: Please confirm that the application of this provision is done on a Client Work Order (CWO) basis.

   Answer: Yes, any remedies will be based on the Client Work Order in the context of the Contract.

3. Clause G.3 (and others) is clear that the Contract can only be changed by the Contracting Officer. A Client Work Order is incorporated into the Contract so [it] could be viewed as a change to the Contract. Does the Contracting Officer approve the individual Client Work Orders entered into with a Client or do Clients execute those on their own?

   Answer: No, the Contracting Officer does not approve Client Work Orders. Clients and Contractors execute Client Work Orders.

4. Clause G.4 Authorized Contractor Representative: Will the ACR be equivalent to Contractor's on-site Project Manager?

   Answer: An Authorized Contractor Representative may be a Project Manager, but not necessarily; they could be the same or different individuals.

5. Clause G.5 Key Personnel: Will our Key Personnel (Program managers) require CP-491 and ID badges for qtrly access?

   Answer: Not necessarily; see Clause H.2 and H.3. A background check, but not necessarily an ID badge, is required to obtain an Active Directory account and RSA SecurID for access to the House network.

6. Clause G.12 Performance Measurements (a) Performance Reports: Are these in a HoR formatted reports? Can we get a copy of them?

   Answer: These are developed jointly with COR.

7. Clause G.12 Performance Measurements (b) VPEs: Can we see what these look like?

   Answer: The Vender Performance Evaluation program is currently being reviewed; a listing of the existing form fields and evaluation factors is provided as Attachment 3.

8. Clause H.2 Identification Badges, H.3 Prospective Employee Background Check, Attachment J.3 SOW Section 11.1 Services Conducted in Washington, DC and Section 11.2 Services Conducted in District Offices: Please clarify the security requirements for just in time contracted personnel supporting district offices nationwide. Technicians outside the D.C. metropolitan area will not be able to gain just in time clearances.

   Answer: This requirement applies only to Capitol Hill facilities, **not** District Offices.

9. Clause H.5 Advertising/Promotional Materials: Please define "Capitol" as it pertains to this section of the contract.

    Answer: Anything related to the United States Congress and/or Capitol Building.

10. Clause H.7 Data Ownership/Transfer/Access: Suggests that Contractor owns all Services software licenses – is this correct?

    Answer: Contractor owns CMS software.

11. Clause H.7.d States that the contractor 'hereby grants to the Client an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license under all of the Contractor Pre-Existing Rights (as defined in the Statement of Work) included in the Work Product, to prepare, compile, install, make, use, execute, access, reproduce, modify and/or adapt the Contractor Pre-Existing Rights in connection with the use and operation of the Work Product, including Client Customizations, but excluding Contractor Customizations. This seems like a request for a perpetual license without maintenance costs, incorporating both Contractor and third party rights, which may be overly broad as compared to industry standard 'use rights license' with respect specifically to the word 'adapt'. As such, please confirm the Client will accept a documented SDK, API or other standard means of integration and extension to meet this requirement and will not require source code from the Contractor and third parties to comply.

    Answer: Please see the revised clause H.7.d published in the Amendment 2 to the solicitation. It is not confirmed that the client will accept alternative methods to meeting the clause requirements.

12. Clause H.11 states "Travel of local (Washington, DC area) Contractors to District Offices shall be reimbursed only if approved in advance in writing and in accordance with Federal Travel Regulations." Can contractor personnel originating in locations other than Washington, DC be reimbursed if approved in advance in writing and in accordance with Federal Travel Regulations?

    Answer: Yes

13. Clause K.2(a) discusses the submission of financial information in the event that insufficient information is available from Dun & Bradstreet. Does that mean that financial information should not be included in the initial submission and only supplied upon later request?

    Answer: Yes, but information should be provided initially if Duns number is not submitted.

14. Clause L.1 Tab 1: Please confirm that Tab 1 (Section A) does not count against the 25 page limit.

    Answer: Confirmed

15. Clause L.1 Tab 2: Please confirm that Tab 2 (Representations, Certifications and Other Statements of Offerors) does not count against the 25 page limit.

    Answer: Confirmed

16. Clause L.1 Tab 3: Please confirm that Tab 6 (Price Schedules) does not count against the 25 page limit.

    Answer: Confirmed

17. Clause L.1 tab 4: Are contractors required to propose on all of the following: CMS services, Maintenance Services, and Systems Administration Services?

    Answer: No, one or more and in any combination.

18. Clause L.1 Tab 7.b states "This requirement for references may be waived for firms with current House Contracts..." How and when do we find out if this requirement is waived for our firm?

    Answer: The requirement is waived for firms with current House contracts and/or agreements for CMS, IT Maintenance, and/or Systems Administration services.

19. Clause L.1 Tab 8: Please confirm that Tab 8 (Questions) does not count against the 25 page limit.

    Answer: Confirmed

20. Clause L.1 Tab 8: Please confirm that the intent in Tab 8 (Questions) is to have all published amendments including questions and answers subsequent to this solicitation inserted into the proposal.

    Answer: Tab 8 is intended for questions **subsequent** to the questions answered here which will be published as an attachment to an Amendment to the Solicitation.

21. Clause L.1 Content of Proposals and Clause M.1 Evaluation Factors for Award: Tab 3 (Executive Summary) requires drafts of all marketing materials including prices. M.1 Evaluation Factors for Award, Management Approach, Item c. establishes "clear and simple marketing documents" as criteria for evaluation of the Management Approach. Attachment J.3 Statement of Work, 5.1 Pricing, b. Copies requires plans to be submitted prior to signing the contract (not at time of proposal). For clarity, brevity, and organizational purposes, can Plan Descriptions be inserted as Appendix A (Tab 9) and incorporated by reference as appropriate throughout the proposal? If so, can Appendix A be excluded from the 25 page limit? (Note: if each plan 3xCMS, 4 MS, and 4 SAS were each summarized in 1 page each, the total page count for that section alone would be 11 pages).

    Answer: To clarify, plans **are** required with the proposal, and we see no need to exempt them from the page limit. The House is interested in plans that are simple and concise, and the page limit is considered reasonable. Five additional pages can be included for each additional task offering.

22. Attachment J.1 Pricing: Are contractors required to propose pricing for all available service plans within Task 2 and Task 3?

    Answer: It is not necessary to offer four levels of service for each task, but Pricing is required for all plans that are offered.

23. Attachment J.1 Pricing: Confirm number of servers required.

    Answer: This is up to the Offeror.

24. Attachment J.1 Pricing: Will mirrored servers be required?

Answer: No. The House provides mirroring for House-hosted servers.

25. Attachment J.1 Pricing: The House requests discounts for advance payment of services when authorized in accordance with House policy. Please confirm current policy as it pertains to each requested task (CMS, MS, and SAS). Which services qualify for pre-payment in what durations under this POP?

Answer: The Members' Congressional Handbook currently provides that CMS (Task 1) may be prepaid for one month (specifically January). Tasks 2 and 3 may be prepaid up to 12 months, through the end of each session January 2 of each year. The Handbook is subject to change at any time.

26. Attachment J.1 Pricing: Can pricing for the base period and subsequent periods of performance be priced with annual cost escalations (e.g., 2013 = X; 2014 = x*1.02) or should prices be expressed as a single un-escalated price covering the full base (or option) period?

Answer: Prices should be stated in dollars (preferably whole dollars), not escalation factors.

27. Attachment J.1 Pricing and Attachment J.3 SOW Section 7.2 Support Plans and Section 8.1 Support Plans: Is each vendor required to offer Bronze, Silver, Gold, and Platinum service plans for both MS and SA tasks?

Answer: No, please refer to question 22.

28. [Section 1.0?]: Section 3.0: Will est. 10,000 staffers outside House count as offices?

Answer: Question is unclear, but staffers are not offices.

29. Section 3.0: Will the CAO compel Member Offices to purchase services defined in this solicitation via this contract only?

Answer: Yes, according to a Committee on House Administration policy, all vendors or Contractors seeking to provide Technology services within the scope of this RFP must enter into a contract which provides uniform T&C. Note that this is parallel with the recent consolidation of Web services under Master Web Services Agreements.

30. Section 3.0: Will the CAO authorize payments by clients to vendors who are not awarded a contract under this solicitation for services defined under this solicitation?

Answer: No, please refer to question 29.

31. Section 4.0.b: I don't understand this paragraph. Let me see if I have this straight though. The HoR awards a contract to a vendor (hunting license); we (the vendor) then go out and sign offices to a "Client Work Order"?

Answer: This is correct.

32. Section 5.2: Do Client Work Orders (CWO) replace the Procurement Letters contractors now obtain from Members ~~from~~ to establish their CMS and MS contracts? If yes, will an invoice need to be generated and delivered to the client each month referencing the CWO for Member office CMS, MS and/or SAS contracts which are paid monthly by auto-pay?

Answer: No. The CWO will be attached to the Member's Letter requesting/authorizing auto-pay (Recurring Voucher Contract) or ad hoc invoice voucher payments (and providing other details not captured by the CWO form.

33. Section 5.2.b: Client Work Order Provided by the House. This is CWO-1? I am thoroughly confused by the CWO concept. Currently we have a FFP contract with an office, they call, we open a ticket, we perform the work, we close the ticket, they get billed for the month. If a T&M office, they call, we evaluate, they accept, we perform the work, we submit a Work Order that we both sign, the WO is then sent to our corp. office, and returned to the House with an Invoice, invoice is paid.

Answer: The Client Work Order (CWO, see Attachment J.10) replaces former "FFP contracts" and "T&M work orders." The process remains similar; the key is the CWO is required before any work is done, whether on a one time or case-by-case basis.

34. Section 5.2.c: If the Contractor is already in discussions prior to this RFP with Client offices directly or indirectly, please confirm this will not in any way restrict these conversations in the event of an award, post award. "Requirements Prior to Initiation of Work. Offerors and Contractors must not initiate a marketing or sales discussion with the Client, or perform any work for the Client, prior to: (i) the execution of the Contract, and (ii) in the case of CMS Services, the successful passage of a formal evaluation by the House of the Contractor's CMS Package. Additionally, the Contractor may not perform any work for the Client prior to the execution of a Client Work Order governing the applicable Technology Service."

Answer: Current or prospective CMS Contractors may not market, sell or install a CMS package that has not been approved. "Post award" assumes that the Contractor has been approved to market, sell and install their product.

35. Section 6.1.a: States "All correspondence received by a Client and generated on behalf of or to constituents shall be recorded in the database of the CMS Package." Any complex system may have more than one simple database associated with it, depending on the definition of database (database, database system, database instance, etc.). Please confirm that the word 'database' is intended to refer to the relational storage subsystem supporting the CMS Package and not restricted to all data being contained in a single database.

Answer: "Database" is intended to be interpreted broadly and include all the data normally required by the Member in the performance of his/her work and operation of his/her office.

36. Section 6.1.b: Please provide system definition and documentation regarding the House Digital Mail program as enumerated, also confirming this system is based on Microsoft Exchange or other.

Answer: The House Digital Mail Program CMS Interface Specification will be provided as an attachment to the Amendment 2 of the Solicitation.

37. Section 6.1.1: Do these need to be identified and/or priced at the time of response? If these are released post award or new versions are released post award as modules for the Contractor's product offerings, may they also be offered or only as available, enumerated and priced at time of response?

Answer: Yes. Subsequent offerings may be incorporated through a contract modification. Please refer to Section 18.

38. Section 6.1.1: Clarify extra features, regarding "office Accounting," since most CMS's don't include?

Answer: Anything "extra" is anything in addition to a required (basic) feature. It is typically called an "advanced" feature.

39. Section 6.1.1: If office accounting is to be included, should it be a custom integration component?

Answer: It is at the Contractor's discretion how to implement additional features; however, we do not recommend customized solutions for single clients and recommend implementing solutions across platforms.

40. Section 6.1.2: This section states that the House reserves the right to update hardware and software environment for CMS Packages and that CMS contractors must adjust accordingly. In lieu of specific response times for specific types of changes is a response of "best and reasonable effort" acceptable for this section? If no to above, can the House specify types of changes and the related expected or required timeframe for the CMS vendor to adjust or change their product or offering?

Answer: Implementation schedules will be jointly developed. Every effort will be made to work with the Contractor to provide enough time to allow them to make the changes necessary to their product.

41. Section 6.1.2: Are 'updates' expected to be included in the original costs or will the House work collaboratively with the Contractor to evaluate and receive advantage from value based approaches that may yield better overall costs and operations in support or the system? Will these updates be released with opportunity for review by Contractor and potential modification should there be cost and/or time impact? "The House reserves the right to update the hardware and software environment for CMS Packages. The CMS Contractor must modify its CMS Package as necessary to maintain compatibility and interoperability with systems of the House. At the sole discretion of the House, the CMS Contractor will be required to update its software to comply with changes in the Basic and Advanced Features for House Correspondence Management Systems by written notification from the Contracting Officer."

Answer: We realize that any changes to the environment may affect the Contractor, therefore it is in everybody's best interest to work collaboratively to address all potential impacts.

42. Section 6.2(a): is in conflict with earlier written and verbal statements from the CAO that all vendors will have to pass a CMS evaluation as part of this new solicitation. Please clarify whether all vendors will be required to pass full CMS testing, especially in light of the new requirements?

Answer: All CMS packages/versions that have been tested and approved do not have to be re-evaluated.

43. Section 6.3 (k): Is on-site support expected / required for district offices and if so, shall this be covered under House travel regulations and per diem rates?

Answer: Yes, subject to Federal Travel Regulations and prior written approval in cases where the Contractor has no local presence. The Contractor is expected to propose innovative ways of providing support. When applicable, remote methods of support are encouraged. However, where onsite technical support is required or requested it is up to the Contractor to provide a support plan to meet that need.

44. Section 6.5: Are contractors required to provide services via all of the available hosting options (house hosted, un-hosted, unbundled, vendor owned)?

Answer: No, it is up to each Contractor to propose a plan that they wish to pursue. The House strongly encourages a hosted plan and strongly discourages an in-office server solution.

45. Section 6.5.3 states that this SOW does not guarantee that rack or data space or other support services will be provided. How can a vendor propose on this service without transparency on whether this option is available? Do current vendors in the House already have space in this facility?

Answer: Support will not unreasonably be withheld, but the House requires that resources allocated to contractors are well managed. Some current contractors have space provided. The House strongly encourages a hosted plan. We have to take into account the cost and the resources available within our data center and must evaluate your proposal to determine whether space and power may be available for your server(s).

46. Section 6.7: Is there a requirement to provide district office on-site training under this scope of work? If not, should contractors bid this as an additional service (optional)?

Answer: The House encourages innovative ways to provide training to all Congressional staff, including the district staff. If on-site training is required or requested, travel expenses may be charged to the office.

47. Section 6.8.a: Please define in detail via data model and other available information assets the 'House's data exchange format' - 'the CMS Contractor shall provide a copy of the Client's database in the House's data exchange Format.'

Answer: All information necessary for the interchange of data is available in the Standards for Interchange of CMS Data. Refer to Attachment J.12.E.

48. Section 6.8.b: Does the House have a standard source code escrow agreement or a sample of a current source code escrow agreement available for review, including details as to release expectations and events or will the House require each respondent provide a sample source code escrow agreement for review? If provided by respondent, how will this be scored during evaluation for award?

Answer: The House does not have a standard escrow source code agreement; it is up to the Offeror to select their provider of choice and submit the agreement for review and approval by the House.

49. Section 6.8.1, Section 7.5, and Section 9.0: The SOW calls for Maintenance Service Vendors to provide transition services. While virtually all Members have a CMS vendor, only a minority of Members currently have a House approved Maintenance Service vendor.

Answer: All transition services are dependent on Congress Transition Policies, which are revised each Congress prior to a Congressional transition. Contractors will be notified of any changes that impact their provision of services. This answer applies to subsections a through d below.

    a. Are all Departing Members required to select a maintenance service vendor for transition purposes?

    b. Are all Seated Members required to select a maintenance service vendor for move purposes?

    c. Are all Freshmen Members required to select a maintenance service vendor for incoming transition purposes.

    d. Who will perform the transition work under the following scenarios?:

        (1) Client elects SA service only vs. MS service from a vendor through this contract;

        (2) Self performs IT support service; and

        (3) Purchase IT support service outside of this contract

50. Section 7.0; Please provide a breakdown of hardware equipment requiring support (manufacturer, model, quantity, etc.)? by location?

Answer: Comprehensive data are not available.

51. Section 7.0; What was the number of hardware repair calls for the past full year? by location? by equipment category? Desktop, Laptop, Server, Printer, Scanner.

Answer: Comprehensive data are not available.

52. Section 7.0; What percentage of the equipment is (in warranty) vs. (out of warranty)?

Answer: It is the responsibility of each Contractor to perform an inventory of their Client's equipment.

53. Section 7.0; How many technicians are currently providing services for the computer equipment maintenance Service/Task 2? Please provide the current staff position labor categories and staff levels for each category, including maintenance & repair, desktop support, training and installation/configuration categories etc.

Answer: Currently, Maintenance Contractors are not required to sign a contract with the CAO and may enter into individual agreements with Member Offices. As a result, the CAO cannot readily compile this information. The new framework requires each Contractor that provides maintenance services to sign a contract with the CAO and CWO with the Client.

54. Section 7.0; In your opinion, are the current labor categories and staff levels under Service/Task 2 sufficient to meet the operational and support requirements of this new contract?

Answer: Yes.

55. Section 7.0; Does the House provide onsite space for Service/Task 2 staff to operate from and store parts? If so, what is the report to location address and space allocation? Does this include access to a desk, pc, phone and network/internet connectivity?

    Answer: No.

56. Section 7.0; What was the number of after hours service requests placed to the vendor for Service/Task 2 over the past full year? Service/Support? Installations?

    Answer: Comprehensive data are not available.

57. Section 7.0; Were any liquidated damages assessed for Service/Task 2 over the past full year? If so, what was the cost?

    Answer: No.

58. Section 7.0; How many current vendor full-time equivalent (FTE) resources in total are supporting the computer equipment maintenance Service/Task 2 today?

    Answer: Currently, Maintenance Contractors are not required to sign a contract with the CAO and may enter into individual agreements with Member Offices. As a result, the CAO cannot readily compile this information. The new framework requires each Contractor that provides Maintenance Services to sign a contract with the CAO and CWO with the Client.

59. Section 7.0; Do you foresee that the current operational support structure will meet it's needs over the life of this new contract? If not, what are your estimates in the changes to the current support infrastructure that you foresee?

    Answer: Yes.

60. Section 7.0: Does the House utilize an internal ticketing system to manage support activity? If so what is the name of software and does the vendor utilize this system, as well?

    Answer: Yes, the House uses Remedy to track internal support requests. It is up to each individual Contractor to provide their own support tracking system to manage their support calls and reports.

61. Section 7.0; Where does the current service desk (Help Desk) reside in support of this contract? Vendor Offsite? Vendor Onsite? House Onsite? Whose ticketing system is used and what is the software name?

    Answer: The Contractors are expected to provide their own solution to fulfill the terms of the contract.

62. Section 7.0; What is the method and process for the service provider to receive requests under Service/Task 2 for all services?

    Answer: Currently, the method is a telephone call and email to Contractor's help desk. The House strongly encourages innovation, efficiency and cost reduction. It is up to each Contractor to determine the methods used to receive service requests.

63. Section 7.0; What was the total cost to the House for the last 12 months for the computer equipment maintenance Service/Task 2 service provision? Separate information by fixed cost and hourly T&M?

Answer: $3.4M (T&M represents a small portion).

64. Sections 7.0 – 7.5; For equipment being moved between buildings, who will be responsible for the physical transportation services and packaging? If the vendor, will the House be providing the vehicles and packaging supplies?

Answer: The CAO will be responsible for packaging and transportation.

65. 7.2 (f) "pricing, which must, at a minimum, include time and material and fixed rate plans for services provided." Does this mean we *must* provide a T&M service offering?

Answer: Yes

66. Section 7.3.1: Does this apply to network attached computing equipment that is managed by the HIR INFOSEC SCMP process?

Answer: Yes.

67. Section 7.4; How is imaging handled? Via image server? What is the volume of imaging work?

Answer: Imaging and any imaging equipment is the responsibility of the Contractor. The volume of imaging to be expected cannot be provided.

68. Section 7.5: Does pricing need to be submitted for and is there a SOW section that governs the relocation of Departing Member in-office servers to facilitate continued server access after the date required to vacate current office space but prior to the end of the congressional term (server park)?

Answer: This issue will be addressed in the 114th Congressional Transition policies which are currently being developed.

69. Section 7.5: Can the House provide a schedule of anticipated (hw/sw) IMACs for the 2012/2013 calendar year?

Answer: No.

70. Section 8.0: What was the number of support requests placed for Service/Task 3 calls for the past full year? by location?

Answer: Comprehensive data are not available.

71. Section 8.0: Please provide the current staff position labor categories and staff levels for each category under the existing contract today, that provide services for the systems administration Service/Task 3 support.

Answer: Currently, System Administrators are not required to sign a contract with the CAO and may enter into individual agreements with Member Offices. As a result, the CAO cannot readily compile this information.

72. Section 8.0: Does the House provide onsite space for Service/Task 3 staff to operate from? If so, what is the report to location address and space allocation? Does this include access to a desk, pc, phone and network/internet connectivity?

Answer: The Contractors are expected to provide their own solution to fulfill the terms of the contract.

73. Section 8.0: What is the method and process for the service provider to receive requests for service for all services under Service /Task 3?

Answer: Currently, the method is a telephone call and email to Contractor's help desk. The House strongly encourages innovation, efficiency and cost reduction. It is up to each Contractor to determine the methods used to receive service requests.

74. Section 8.0: How many current vendor full-time equivalent (FTE) resources in total are supporting the systems administration Service/Task 3 today?

Answer: Currently, the method is a telephone call and email to Contractor's help desk. The House strongly encourages innovation, efficiency and cost reduction. It is up to each Contractor to determine the methods used to receive service requests.

75. Section 8.0: In your opinion, are the current labor categories and staff levels under Service/Task 3 sufficient to meet the operational and support requirements of this new contract?

Answer: Yes.

76. Section 8.0: Do you foresee that the current operational support structure will meet its needs over the life of this new contract? If not, what are your estimates in the changes to the current support infrastructure that you foresee?

Answer: Yes.

77. Section 8.0: What was the number of after hours service requests placed to the vendor for Service/Task 3 over the past full year? Service/Support? Installations?

Answer: Comprehensive data are not available.

78. Section 8.0: Were any liquidated damages for Service/Task 3 assessed over the past full year? If so, what was the cost?

Answer: No.

79. Section 8.0: What was the total cost to the House for the last 12 months for the systems administration Service/Task 3 support provision? Separate information by fixed cost and hourly T&M?

Answer: $2.7M (T&M represents a small portion, if any was ordered).

80. Section 8.1: "(d) pricing, which must, at a minimum, include time and material and fixed rate plans for services provided." Does this mean we *must* provide a T&M service offering?

Answer: Yes.

81. Section 8.2 (b, c, d): System Administration plans require "maintaining a log of internal office services performed, external services requested, and work hours" while pricing for administrative services call for fixed unit monthly price (Attachment J.1 Section B - Pricing Matrix).

   a. Please clarify the requirement. Is the intent to tie the log to T&M billings or is it simply for reporting purposes?

Answer: Yes and yes, to correlate with T&M billings and for statistical reporting purposes. The Contractor is expected to keep a log of all problems and actions taken on equipment in the office.

b. If the log is for T&M billings, is the log a requirement for fixed unit plans as well?

Answer: Yes.

c. Can the work log requirement be satisfied by recording work in a support ticket tracking system?

Answer: Yes, as long as it can be provided to the office on request in a report format.

d. Is there access to government furnished asset tracking software for the purposes of inventory management?

Answer: No.

e. Is there a policy document that governs the development and maintenance of a Member or Committee Office disaster recovery plan?

Answer: Yes, the Office of Emergency Management requires information to be provided by the office, and provides templates and assistance in the creation of a disaster recovery plan.

82. Sections 6.0, 7.0 & 8.0: Please list the names of the incumbent service provider(s) that perform the three technology services Task 1 – Task 2 – Task 3.

Answer: Please see Appendix to this document. (Note that there may be additional Task 3 providers for which limited information is available.)

83. Sections 7.0 & 8.0: What software tools are currently utilized for software pushes, updates and patches?

Answer: The CAO uses BigFix.

84. Sections 7.0 & 8.0: Most requirements of this scale have a contract Transition Period, where a phased in hand off approach occurs from the current vendor to the new vendor. Does the current vendor and its sub-contractors have responsibilities to support the transition and turn over all relevant documentation and information, such as SOPs, Procedures, Guidelines, Software Resources and Locations etc.? Will all information be current and turned over to the new vendor in electronic and hard copy format, etc.? Will this requirement include a contract transition period?

Answer: Refer to Section 16.0 for guidance.

85. Sections 11.1 & 11.2: Please provide a list of location addresses requiring support.

Answer: Location addresses will not be provided. There are approximately 490 Member, Committee and Leadership offices on Capitol Hill and approximately 950 District Offices.

86. Sections 11.1.2 and 11.2.2: These sections reflect restoration within 12 and 18 hours respectively. Is this timeframe continuous elapsed hours from the time it is reported by

the client or business hours elapsed based on the services hours define in J.3 Statement of Work, 10.0 Service Hours and Place of Performance?

Answer: Normal business hours, as defined in Section 10.0.

87. Sections 11.1.2 and 11.2.2: If equipment cannot be repaired in a timely manner, it is noted that a replacement or loaner can be issued. Is "replacement" a permanent exchange? What is the process governing replacement?

Answer: Yes, a replacement is a permanent exchange. The process governing replacement depends on the condition of the equipment and the length of time for repair. The process is at the discretion of the Contractor but subject to agreement by the Client.

88. Section 11.2.1: Response Times - requires a technician to "arrive on-site [at the District Office] within eight (8) hours from the initial time of the originating Client or applicable district office problem report, unless otherwise agreed upon...." Please review this requirement and clarify. Between the 4 hour evaluation period, then obtaining travel approval as required by H.11, going through airport regulations, and actual time in the air, we anticipate that it would be almost impossible to meet this requirement for any DO issue that requires air travel. Can this be amended?

Answer: The Contractor may request a written extension from the Client as described in Section 11.2. However, the Contractor should be prepared to provide the on-site support and is free to subcontract locally (subject to the requirements for subcontracting approval).

89. Section 11.3: Please confirm that these response times apply to normal business hours.

Answer: Confirmed.

90. Section 14.0.a: Is this not the same as the Equipment Installation/Acceptance Notification (EIN)? Doesn't the EIN do this already? Is the EIN going away?

Answer: Yes, it is the same and there are no plans to get rid of the EIN.

91. Section 15.2: Please provide ticket incident data history for the past 6 months in the format that you are requesting in Reports 15.2. (a) number of data destruction incidents; (b) call center statistics (including (i) number of calls versus number of calls answered, (ii) first call resolution rates, (iii) abandonment rates, (iv) number of calls answered versus number of tickets logged, (v) average time to answer, and (vi) break down of the top (3) types of calls); (c) survey data; and (d) a current customer list indicating services provided to each.

Answer: The requested information will not be provided. At the time of award, a format will be provided.

a. What is the average length of time for a help desk level 1 call?

Answer: The requested information will not be provided.

b. How many calls were routed to an onsite Level 2/3 resource over the past 6 months?

Answer: The requested information will not be provided.

c. What are the current number of open incidents by category Level 1/2/3?

Answer: The requested information will not be provided.

d.   What is the average number of tickets closed per day per technician Level 1/2/3?

Answer: The requested information will not be provided.

92. Section 15.2(iii): Abandonment Rates. What are these? Never heard of this.

Answer: Abandonment rates measure when a call is received but is unanswered or dropped.

93. 16.0.f Continuation of Technology Services: This section states that "the Contractor shall continue to make the Client's Technology Service(s) available until the Client is able to replace the Technology Services by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order." Please clarify whether the "termination or completion of Client Work Order" will take place prior to or at the same time as "replace the Technology...."

Answer: The intent is that they are concurrent.

94. Section 17.0: Please provide location for all documents referenced in this section and throughout for detailed review of applicable versions.

Answer: Refer to Section J. The Contractor must sign a Non-Disclosure Agreement (Attachment J.2) to obtain certain documents.

95. Section 17.0(a) and (b): All of these publications "House Ethics Manual" etc…publications listed in (i) through (vii) and (i) through (iv); these are all on HouseNet?

Answer: Refer to Section J for these as well as those enumerated in subsections c and d.

96. General: What is the frequency of incidents the vendor was required to procure product for the House?

Answer: The Contractor may advise and assist the Client in procuring equipment and/or services.

97. General: Are all US House systems under one AD forest? Are there multiple forests/domains? What is the site structure?

Answer: Not all computers in the House are under the US.House.gov forest. Some Committees have their own forest. The House active directory structure is not relevant to this contract.

98. Attachment J.12.A Basic and Advanced Features for House Correspondence Management Systems - "Integration with House infrastructure, products, and services" It is our understanding that current CMS systems would be "grandfathered" and would be permitted to continue to use their existing database engines. Will the evaluation take this into account?

Answer: Yes.

99. Attachment J.12.B CMS Full Evaluation Process: Please specify the details of the printing infrastructure, whether vendor will have access to test the printing, and how the

evaluation takes into account whether printing issues that might occur are a result of a fault within the CRM product or an unrelated force?

Answer: Testing will be conducted using vendor-developed scripts and ad hoc testing reasonably deemed necessary by the House.

100.   Attachment J.12.B CMS Full Evaluation Process 4.0 testing: If all features will be tested during an evaluation, including items the vendor is not given time to train or provide test scripts on, how is the vendor evaluated for these items? Can the vendor be negatively evaluated if misuse of the additional functionality by the testing staff causes undesired consequences? To what extent can these undesired consequences, which may be of no fault to the software functionality or usability, be used in the final evaluation of the product? If vendors provide different advanced and optional capabilities, how does the testing process fairly evaluate these items tested in ad hoc testing across vendors?

Answer: The CMS Evaluation Team uses professional methods and procedures. CMS systems are expected to be fully functionally and all functionality is subject to evaluation.

101.   Attachment J.12.B CMS Full Evaluation Process 4.0 testing: Under what specific circumstances is the vendor contacted during testing? If it is left to the discretion of the CMS-PC on an ad hoc basis to reach out to the vendor, to what extent is the vendor responsible for any issues that are actually user error (i.e. not following test scripts correctly) and could have been simply clarified if the CMS-PC had contacted the vendor?

Answer: The vendor will not be contacted during testing unless there is a question to clarify issues surrounding a test script or functionality. It is the vendor's responsibility to ensure that test scripts are accurate and can be easily followed by individuals who are not familiar with their product.

102.   Attachment J.12.B CMS Full Evaluation Process 5.0: please provide the specific information or sections that will be contained with the final evaluation report? Will the vendor be notified of the specific deficiencies and remediation steps that were taken? Can the vendor request further clarification or request a meeting with the evaluation PM?

Answer: Section descriptions include: Executive Summary; Background; Methodology; Performance Measures; Network and System Architecture Information; Evaluation Results. The vendor will be notified of deficiencies by formal letter. Remediation steps are not taken as the CMS is expected to be fully functional at the time it is submitted for evaluation. A meeting may be requested.

103.   Attachment J.12.B CMS Full Evaluation Process: Can the vendor be negatively evaluated in circumstances where the CMS testing staff has changed terms contained within the evaluation process document or other applicable documents during the testing process? What recourse is available if the vendor believes the testing staff has made an attempt, whether intentional or unintentional, to evaluate the product outside of the prescribed process? If there is no resource available and the process does not contain any additional transparency steps, how is the vendor able to assess the fairness within the process?

Answer: The CMS is evaluated under the evaluation process in effect at the time the product is submitted for evaluation. Any concerns regarding the evaluation process may be addressed to the Contracting Officer in writing.

104.   General: In this solicitation what is the distinction between Contractor and Offeror?

Answer: An Offeror becomes a Contractor upon award of a Contract.

105.   General: Who is the incumbent?

Answer: There are numerous incumbents. Please see Appendix to this document. (Note that there may be additional Task 3 providers for which limited information is available.)

106.   General: What is incumbent's current staffing for:

a. CMS Standup?

Answer: This information is not available.

b. CMS Maintenance?

Answer: This information is not available.

c. CMS Server Administrative Support?

Answer: This information is not available.

107.   General: What is the anticipated start date?

Answer: The award is anticipated by September 2012. Provision of services will begin on January 3, 2013.

108.   General: What is the time frame from award date to actual contract start date?

Answer: The award is anticipated by September 2012. Provision of services will begin on January 3, 2013.

109.   Section L refers to "Tabs." Can you clarify what "Tabs" means?

Answer: Tabs are meant to refer to breaks between the proposal sections

Questions above were discussed at the PPC on 6/19/12 and answers may be updated

110.   Are vendors allowed to offer discounted or "bundled" pricing for offices that choose 2 or 3 of the 3 services from a vendor? If so, where should that be noted?

Answer: Yes, Offerors are not only allowed but encouraged to offer multiple-task discounts. Refer to Attachment J.1 Pricing.

111.   Section 2.0 -- Definition of "Pre-Existing Rights" is too narrow. The Pre-Existing Rights are what constitutes our CMS software. Pre-Existing Rights are defined as "any and all software and other intellectual property rights…that is pre-existing on the effective date of the Client Work Order governing the development of such Work Product." The time restriction is too narrow; the definition should include any subsequent enhancements, modifications and updates made to the Pre-Existing Rights by the Contractor in the general course of business, and not made pursuant to a Work Order or paid for by the Client pursuant to the technology services agreement. This change was made in the web services agreement after discussions with Elliot

Chabot, Carol [Black] and [Lilian] Tsai, although I understand we may be dealing with different individuals for this contract.

Answer: Please see the revised definition of "Contractor Pre-Existing Rights" published in the Amendment 2 of this solicitation.

112.   Section H.7.d -- The license of Pre-Existing Rights [CMS software] to the Client should NOT include the right to reproduce, modify and/or adapt the Pre-Existing Rights.

Answer: Please see the revised clause H.7.d published in the Amendment 2 of the solicitation.

113.   Section H.7.d – This section also give[s] the Client the right to "grant to third parties engaged by the Client" to use the Pre-Existing Rights to the same extent as the Client, provided that the third parties use the Pre-Existing Rights solely in connection with the use of "Work Product". Is it contemplated that the Clients will use third parties to use the CMS on their behalf? What is the "Work Product" that the Client will be using? In no event should any third parties have the right to reproduce, modify or adapt the CMS software.

Answer: Please see the revised definition of "Work Product" and the revised clause H.7.d published in the Amendment 2 of the solicitation.

114.   Section H.7.e – Client grant of license to Contractor [to] use Work Product in connection with subsequent third party engagements by Contractor. What Work Product would be applicable to this provision?

Answer: This clause H.7.e has been deleted; please see the revised clause published in the Amendment 2 to this solicitation.

115.   Section H.7.b – There are problems with some definitions. "Client Customizations" are defined as software that are not "Contractor Customizations". However, "Contractor Customizations" are not defined.

Answer: The Statement of Work has been revised to define "Contractor Customizations" as published in the Amendment 2 of this solicitation.

116.   Section H.7.b – "Work Product" means all work product, IP, software, etc. developed "in connection with or while performing the Technology Services." This seems to assume a custom software development model whereby [Contractor] develops software to the Client's specifications, whereas what is actually happening is that [Contractor] is providing a license to use the CMS software for a period of time while the contract is in effect. Although the definition states that "Work Product shall not include Contractor Pre-Existing Rights", I believe a more robust definition of Work Product is needed – i.e. that if [Contractor] does create any Work Product in a work-for-hire model, a specific Statement of Work should be entered into that states that such work constitute[s] Work Product owned by the Client.

Answer: Please see the revised definition of "Work Product" as published in the Amendment 2 of the solicitation.

117.   Section F.5.b states if the Contractor fails to perform and the failure is not for a reason beyond the control of the Contractor, the House may charge the Contractor twice the daily billed amount per day. This feels excessive and feel the provision should be removed.
    Answer: The House places high emphasis on providing exceptional services to Member offices and wants to ensure contractor compliance with the requirements.

118.   Section F.8.a provides for immediate termination for breach by Contractor. We could try to add a notice provision and termination after 30 [or shorter period] days if breach if not cured.
    Answer: Section F.8.a will not be revised. Refer to Clause G.7 for the escalation process, which will be used when possible.

119.   Section F.8.b provides that the House has right to terminate the [Contract] for convenience with 30 days notice, but elsewhere the [RFP Section F.8.6] states that the Client can terminate a Work Order immediately, although "it is recommended for Clients to terminate (i) CMS Services with thirty (30) days' prior written notice and terminate Maintenance Services and/or Systems Administration services with 15 days notice.
    Answer: The Contract is an agreement between the House and the Contractor, and has its own termination provisions. The Client Work Order is an agreement between the Client and the Contractor, and has its own termination provisions.

120.   Section F.8.d provides that upon termination the Contractor shall "complete satisfactory settlement of all customer complaints and claims." This may not be feasible depending on the complaint. Recommend adding language that the Contractor "use commercially reasonable efforts" to complete satisfactory settlement of complaints and claims.
    Answer: The House expects mutual best efforts as a matter of course. Refer to Clause I.3 for the process of resolving disputes.

121.   Section F.8.d also states that the Contractor is required to "comply with House requirements designed to ensure a smooth transition to any successor Contractor." It is not clear how onerous these House requirements will be. I would suggest language that the Contractor use "commercially reasonable efforts" to comply with the requirements, and the House compensate the Contractor for costs of providing any transition services at an hourly rate.
    Answer: The incumbent Contractor is required to work with the Contractor and the Client for the transition (migration) of all data and any other transition services. Refer to Section 16.0 for guidance.

122.   Section 6.8.b – On the bankruptcy issue, the way we have seen software handled in bankruptcy is to have a clause that would entitle the Client to continued use of the software after bankruptcy:

> *Any rights and licenses to software granted under or pursuant to this Agreement or any Statement of Work by Client to the Client are, and shall otherwise [be] deemed to be, for the purposes of Section 365(n) of Title 11, U.S. Code (the "Bankruptcy Code"), licenses and rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that the Client, as licensee of such rights, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code.*

Answer: If the Contractor files for bankruptcy or otherwise ceases to be a viable Contractor the procedures in SOW Section 6.8 will be followed.

123. F.1 and L.3: This is said to be an "open" solicitation. It is understood that proposals must be submitted by the July 2012 deadline to be considered for award of contracts for services commencing on 1/3/13. What is the schedule or frequency for submission of subsequent proposals, i.e. when can additional proposals be submitted and how soon afterward might additional award(s) be made?

Answer: The House has established a cycle of not more frequently than quarterly after the initial awards for services effective on 1/3/13. Subsequent to initial awards, starting in January 2013, proposals submitted by the first day of a calendar quarter will be evaluated and considered for award of services commencing at the beginning of the following quarter – in other words, a 90-day window. (This process is still being clarified, but may be relied upon as a working procedure.)

124. J.12.a: On the final page of attachment J.12.A, there is a section in grey that outlines a number of items the solution must have. Those include "use a House-provided MS-SQL or Oracle database engine" and "the database size for a single customer office must not exceed 15 GBs". Can you provide additional information about this section in regards to why it is greyed out? Does it only apply during testing or if the vendor is using the house hosted option?
Answer: The "greyed" effect is intended only to highlight the importance of the information.

APPENDIX

CURRENT TECHNOLOGY SERVICE PROVIDERS

CMS Services (Task 1)

Computerworks

Fireside 21

iConstituent

Lockheed Martin Desktop Solutions

Seneca Systems

Symfodium

Maintenance Services (Task 2)*

Conf   luent

General Dynamics IT

iConstituent

Lockheed Martin Desktop Solutions

Symfodium

Systems Administration Services (Task 3)*

Capitol   Idea Technology

Ray   mel A. Clark

HouseCall

MetroData   Networks

Professional   Technicians (dba 202IT Solutions)

Segm   entedMedia

Symfodium

*Note that there may be additional Task 2 or 3 providers for which limited information is available.

U.S. House of Representatives

House Digital Mail Program (HDMP)
Correspondence Management System (CMS)

Interface Specification

Version 1.0

Table of Contents

Approvals

Signatures on this page denote concurrence with this HDMP CMS Interface Specification for the Digital Mail Program.

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Revisions

Version	Date	Comments
1.0	06/27/2012	Approved First Version

This is a living document.

1 Introduction

1.1 Summary

The U.S. House of Representatives Digital Mail Program (HDMP) consists of the electronic delivery of digitized mail for receipt by participating Members (participants) via the Correspondence Management System (CMS) software suite.

There are seventy-five Representatives participating in the program.

Digitized mail will be made available on a daily basis, Monday through Friday, to each office's CMS as described in this specification. This document will explain in detail the order in which documents are digitized and transmitted to the awaiting CMS packages

Software specifications are identified and represent the delivery mechanism for the program's approach as well as the underlying network infrastructure that will be required to accomplish this task.

1.2 Definitions, Acronyms, and Abbreviations

The following table provides definitions, acronyms and abbreviations used in this document.

Term/Acronym	Definition
ADS	Active Directory Structure
CMS	Correspondence Management System Software Program
DM	Digital Mail
HDMP	House Digital Mail Program
HISPOL	House Information Security Policy
House	United States House of Representatives
IT	Information Technology
LAN	Local Area Network
MPP	Mail Processing Program
OCR	Optical Character Recognition
SAN	Storage Area Network
UNC	Universal Naming Convention
USPS	United States Postal Service

2   House Digital Mail Program

The current HDMP facility is responsible for the digitization, processing and export of the digital mail as outlined in this document.

Digitized mail is exported as it is completed and will be available to be accessed by CMS packages by 7:00 a.m. Eastern Time the following morning. This process is repeated daily Monday through Friday. Should there be a need to work on Saturday, then Friday's and Saturday's digital mail will be delivered the following Monday.

Since backups of the digital mail are processed overnight, if the data is read and modified or deleted prior to 7:00a.m., then the data may not be available for restoration.

Each CMS vendor is responsible for providing hardware to support their application.

2.1   HDMP Process Description

The digitized mail will be automatically posted to the DM SAN located within the House Enterprise Services.

The following outlines this process:

1) Mail is received at the HDMP facility
2) Mail is opened and barcoded for identification purposes
3) Mail is digitized via high-speed scanners
4) Mail is coded (metadata extraction)
5) Coded metadata, in a XML tagged format, will be embedded into an ASCII text file stored on a SAN located within House Enterprise Services accessible via UNC paths.
6) Mail images will be stored on a SAN located within House Enterprise Services accessible via UNC paths.

Specific metadata information is received by the CMS vendors' software via XML data files. The following chart defines those values; each data element will be in uppercase.

Field	Label	Data Type	Description
ROOT	<WRP>	AN	Root element (no data)
DATETIME	<DTTM>	AN	MM DD, YYYY HH:MM AM/PM This is a timestamp generated when the mail item is exported.
PREFIX	<PREFIX>	AN	Sender Name Prefix
FIRST	<FIRST>	AN	Sender Name First
MIDDLE	<MIDDLE>	AN	Sender Name Middle
LAST	<LAST>	AN	Sender Name Last
SUFFIX	<SUFFIX>	AN	Sender Name Suffix
ORGANIZATION LINE 1	<ORG1>	AN	Sender Organization Name
ORGANIZATION LINE 2	<ORG2>	AN	Sender Organization Name
ADDRESS LINE 1	<ADDR1>	AN	Sender Address Information
ADDRESS LINE 2	<ADDR2>	AN	Sender Address Information
ADDRESS LINE 3	<ADDR3>	AN	Sender Address Information
CITY	<CITY>	AN	Sender City
STATE	<STATE>	AN	Sender State USPS Abbrev
ZIP+4 CODE	<ZIP>	AN	Sender Zip Code (+4 if avail)
COUNTRY	<COUNTRY>	AN	ANSI Country Code
PHONE	<PHONE>	AN	Sender Phone Number
EMAIL	<EMAIL>	AN	Sender Email Address
RESPONSE	<RSP>	AN	Response Requested
MESSAGE	<MSG>	AN	Message Body
COMMAND	<COMMAND>	AN	Currently not in use - originally used to store comments related to command processing
COUNT	<COUNT>	AN	Total piece count for participant for the day (e.g., 00045),
OCR	<OCR> <![CDATA[ ]]	AN	Optical Character Recognition data
COMMENT	<COMMENT>	AN	Currently not in use- used for redirection of mail
IMAGE FILE	<IMAGE>	AN	Image File Name

The "**OCR**" field will contain the OCR data from the actual document. This OCR field will contain all OCR data within the actual document. This data will be encapsulated in the CDATA tag in the format shown in the above table. All OCR data will also be provided separately as an ASCII text file as described in the next section.

The "**Command**" field is currently not in use.

Should any field data from the aforementioned chart be blank, the MPP will place the words "no data" in that particular XML line.

2.2 Delivery of Digitized Mail Files (Detailed Processes)

The delivery of the TIFF file containing the digitized mail, the XML metadata and the OCR text files will be to the DM SAN located within House Enterprise Services.

The CMS vendors' software will read the files each day no earlier than 7:00 a.m. Eastern Time according to the YYYYMMDD structure, as depicted below.

For example:

> TN012003063000001
> TN012003063000002
> TN012003063000003

The CMS vendors' software will read all available items from this folder for the respective day.

The following graphic (Figure 1) identifies the drop file location for metadata, the OCR text file, and the DM images on the DM SAN.

Folder Structure
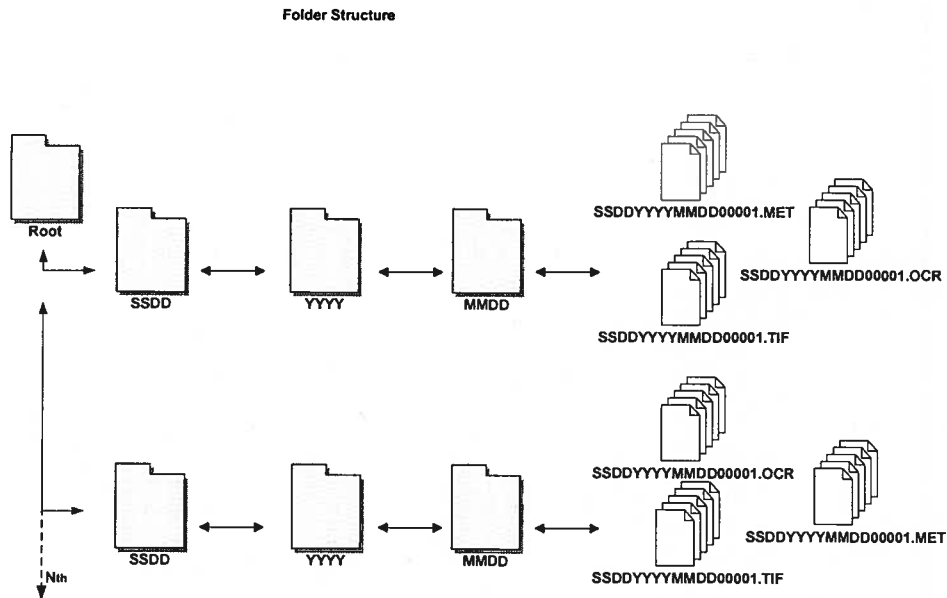
Figure 1

The naming convention used for the files will be the same as the barcode. This barcode will assist the CMS vendors in tracking items processed, messages read, etc.

For example, if the Member from the first District of Tennessee receives three pieces of mail, the following files will be located within that Member's folder on the DM SAN within the House Enterprise Services.

```
\\DM-SAN\Root\TN01\2003\0612\TN012003061200001.TIF
\\DM-SAN\Root\TN01\2003\0612\TN012003061200001.OCR
\\DM-SAN\Root\TN01\2003\0612\TN012003061200001.MET
\\DM-SAN\Root\TN01\2003\0612\TN012003061200002.TIF
\\DM-SAN\Root\TN01\2003\0612\TN012003061200002.OCR
\\DM-SAN\Root\TN01\2003\0612\TN012003061200002.MET
\\DM-SAN\Root\TN01\2003\0612\TN012003061200003.TIF
\\DM-SAN\Root\TN01\2003\0612\TN012003061200003.OCR
\\DM-SAN\Root\TN01\2003\0612\TN012003061200003.MET
```

The following lists the name and definition of those files.

File Name: SSDDYYYYMMDD00001.TIF
                     SSDDYYYYMMDD00002.TIF
                     SSDDYYYYMMDD00003.TIF

Definition: Digitized mail (single or multi-page Tagged Image File Format (TIFF) Group IV)

File Name: SSDDYYYYMMDD00001.OCR
                     SSDDYYYYMMDD00002.OCR
                     SSDDYYYYMMDD00003.OCR

Definition: OCR ASCII text file

File Name: SSDDYYYYMMDD00001.MET
                     SSDDYYYYMMDD00002.MET
                     SSDDYYYYMMDD00003.MET

Definition: Digitized mail metadata in XML ASCII text file

The methodology for creating and managing these files from the DM processing center will be via access rights. These rights will be initiated and activated by the HDMP facility engineering support staff. See Section 6 below.

3   Congressional Member CMS Interface

Participants in the Digital Mail Program will have the ability to request a "**Delete**," "**Re-scan**," or "**Re-direct**" of the digitized mail that has been presented to them via the CMS system.

This request will be made via the CMS vendors' software and placed within an ASCII text file on the DM SAN for execution by MPP.

The CMS vendors' software will have Read, Write and Create rights within the command array folder structure. Access by unauthorized users will be blocked.

Commands will be stored within each participant's primary folder using a "**Command**" and "**Receipt**" folder methodology. Once command or receipts are processed, they will be moved to the "**Processed**" folder by the executing program.

The naming convention for the Receipt files includes the barcode followed by the date the user of MPP marks the operation completed or cleared followed by a 6 digit unique number, e.g., SSDDYYYYMMDD00001_MMDDYYYY_nnnnnn.

These instruction folders are depicted in Figure 2 below.
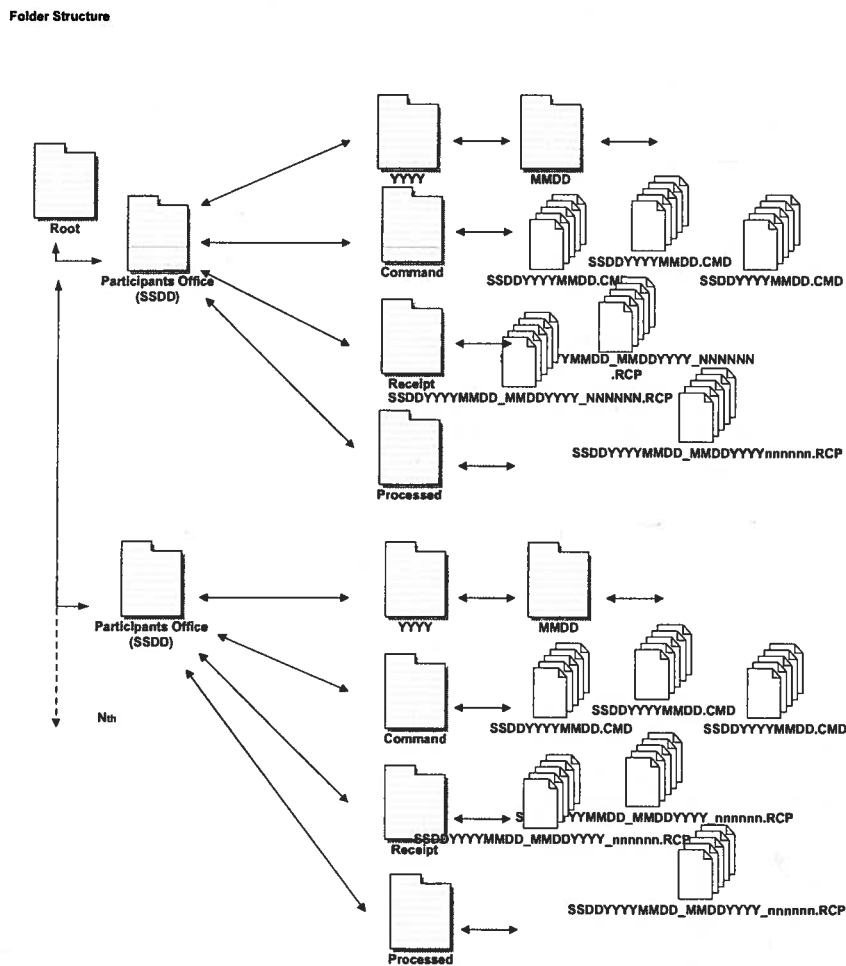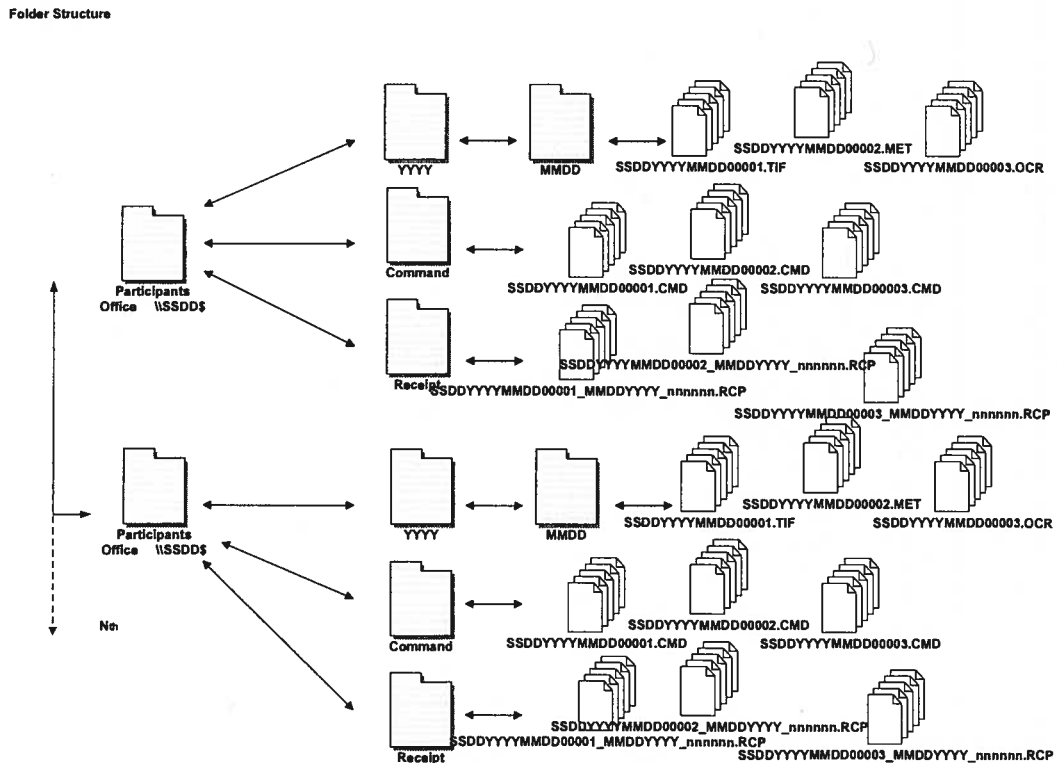

Figure 2

The image above is provided for sample purposes only. CMS Vendor software is responsible for ensuring that all command (.CMD) files generated have unique file names.

Each instruction will consist of selected XML metadata along with the associated command and/or comment.

For instance, should the Member from the first district of Tennessee request an action on a piece of digitized mail, the following will take place:

1) The CMS vendor will create a command ASCII text file on the DM SAN as shown in the following example located within the UNC path:
   "\\DM-SAN\TN01$\Command\TN012003061200003.CMD"

2) MPP will monitor this Command folder on a 30-second interval, read the command, and perform the requested action.

3) Should that instruction warrant a receipt, MPP will place a receipt ASCII text file on the following DM SAN sample path:

   \\DM-SAN\TN01$\Receipt\TN012003061200003_MMDDYYYY_nnnnnn.RCP

4) The CMS vendor will read the receipt and once completed, move the receipt to the Processed folder for permanent archive.

Figure 3 outlines this folder structure and file location from the perspective of member offices.

Figure 3

The image above is provided for sample purposes only. CMS Vendor software is responsible for ensuring that all command (.CMD) files generated have unique file names.

The following lists the XML file format to be used for the command files. The command line is the first line item in this table.

The unique identification line item to be used for matching records will be the "**Image File**" tag. This field represents the unique identifier.

Field	Label	Data Type	Description
COMMAND	**<COMMAND>**	**AN**	**Command file**
COMMENT	**<COMMENT>**	**AN**	**Comment field for commands**
IMAGE FILE	<IMAGE>	AN	Image File Name lowercase (Opt. Sub-Element of MSG)

Commands completed by the MPP will be moved to the "**Processed**" folder located within the root of the participant's directory for permanent archive and receipts, once completed by the CMS vendors, will be moved to the "**Processed**" folder located within the root of the participant's directory for permanent archive.

Folder Structure
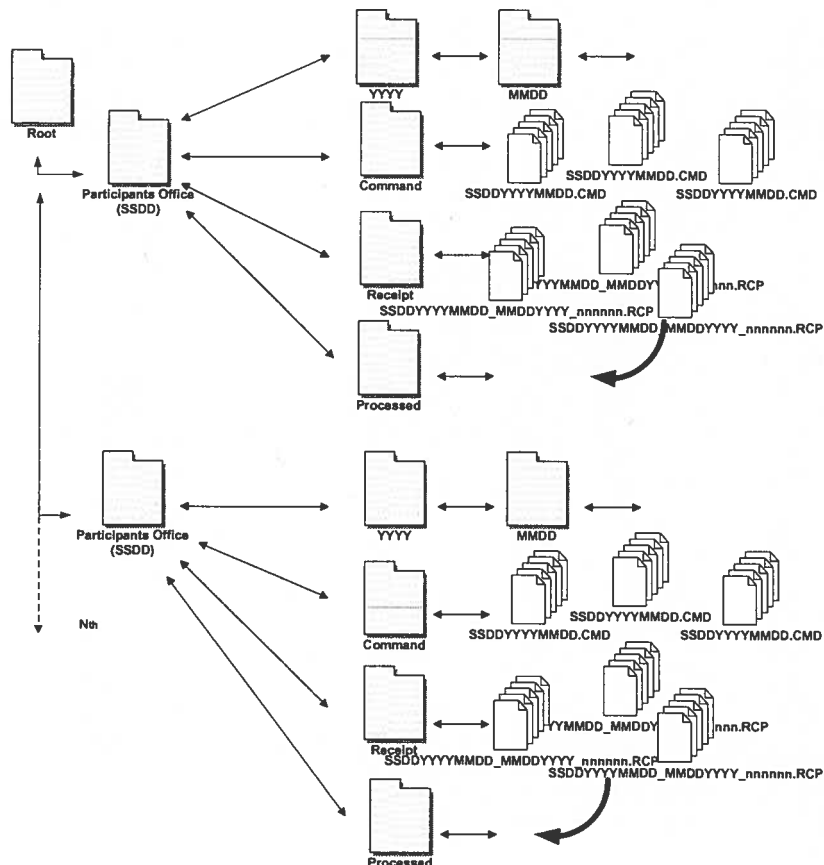
The image above is provided for sample purposes only. CMS Vendor software is responsible for ensuring that all command (.CMD) files generated have unique file names.

3.1   Instructions for Deletion of Digitized Mail

Any participant within the designated command group will have the ability to request that a piece of digitized mail be deleted from the CMS system. The actual image and associated files will be removed from the HDMP system.

When a piece of mail has been requested for deletion by the participant, the CMS vendors' software will prompt the user with a message box confirming the action as depicted below. *[Vendors may change the contents of the message box to reflect their internal software design methodologies. However, CMS vendors must present the exact message to the CMS evaluation team for approval prior to coding.]*
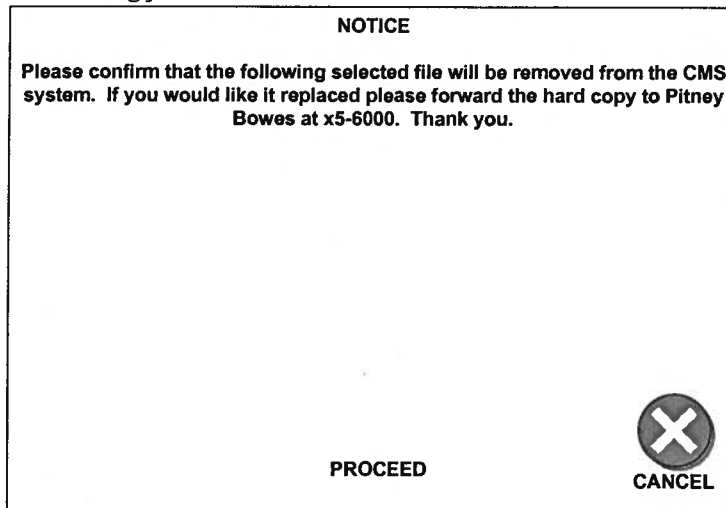
Once confirmed, the CMS vendors' software will remove the associated record and perform the following action:

1. The CMS vendors' software will place an ASCII text file command in the appropriate participant's folder as shown in Figure 3. The file "**\\DM-SAN\TN01$\Command\TN012003061200001.CMD**" will consist of the following metadata contents:

    <WRP>
            <IMAGE>**TN012003061200001.TIF**</IMAGE>
            <COMMAND>**DELETE**</COMMAND>
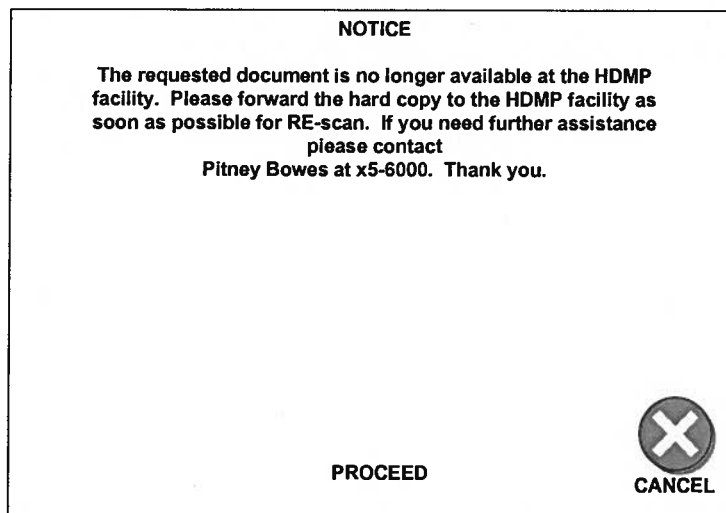   <COMMENT></COMMENT>
    </WRP>

The MPP moves the DELETE command file into the processed folder. There will be no return receipt required for this operation from MPP because the action does not require the CMS vendors' software to perform any additional operations. However, the CMS

vendors' software will send a message back to the participant stating that the requested document has been removed.

3.2 Instructions for Re-scan of Digitized Mail

If a member requests that a piece of mail be re-scanned and re-posted to the CMS vendors' software, the CMS vendors' software will first automatically determine the age of the piece of mail.

Should the information be over three days old (using standard business days) from the date of delivery (as determined by the file name format), the CMS vendors' software will prompt the participant with the following notice in order to clarify the command and provide instructions to return the mail to the mail room for Re-Scan at the HDMP facility. *[Vendors may change the contents of the message box to reflect their internal software design methodologies. However, CMS vendors must present the exact message to the CMS evaluation team for approval prior to coding.]*

NOTICE

**The requested document is no longer available at the HDMP facility. Please forward the hard copy to the HDMP facility as soon as possible for RE-scan. If you need further assistance please contact
Pitney Bowes at x5-6000. Thank you.**

PROCEED

❌
CANCEL

The CMS vendors' software will notify the participant with detailed instructions on how to accomplish this task and include those instructions within the message box.

Additionally, when a Re-scan is performed, the original metadata will be passed back to the participant by the HDMP facility. If the metadata is updated during the rescan process at the HDMP Facility, the new metadata will be sent in place of the original metadata.

MPP will process the request for Re-Scan and move the command file to the **Processed** folder for permanent archive.

The following will take place:

1. The CMS vendors' software will place an ASCII text file command in the appropriate participant's folder as shown in Figure 3. The file "**\\DM-SAN\TN01$\Command\TN012003061200001.CMD**" contents will consist of the following metadata.

    <WRP>

```
        <IMAGE>TN012003061200001.TIF</IMAGE>
        <COMMAND>RESCAN</COMMAND>
        <COMMENT></COMMENT>
    </WRP>
```

Once the command is completed, MPP will move the command file to the Processed folder. MPP will place a receipt message for the CMS vendor indicating that the request has been completed.

```
    <WRP>
        <IMAGE>TN012003061200001.TIF</IMAGE>
        <COMMAND>RESCANCOMPLETED</COMMAND>
        <COMMENT></COMMENT>
    </WRP>
```

The CMS vendors' software will notify the participant that the Re-scan request has been completed and move the receipt file to the processed folder.

3.3   Instructions for Redirect of Digitized Mail

Redirection of mail will take place should a Member receive digitized mail for another Member. The HDMP facility will not redirect digitized mail to other Members. The hard copy mail will be forwarded to the designated recipient as long as the mail is not older than three days. Should the recipient be unknown, then the hardcopy mail will be sent to Research for disposition.

Should a participant request a Redirect of mail, the CMS vendors' software will first determine the age of the mail. If the mail is three business days old or older, then the CMS vendors' software will prompt the participant with a message box on how to forward the hard copy to the mailroom for delivery to the correct participant. If the mail is less than three business days old, then the CMS vendors' software will prompt the participant to enter any relevant address or recipient information into the comment field.

The following will take place via the CMS vendors' software and MPP:

1. The CMS vendors' software will place an ASCII text file command in the appropriate participant's folder. The file "\\TN01$\Command\TN012003061200001.CMD" contents will consist of the following metadata.

    ```
    <WRP>
        <IMAGE>TN012003061200001.TIF</IMAGE>
        <COMMAND>REDIRECT</COMMAND>
        <COMMENT></COMMENT>
    </WRP>
    ```

The participant's text captured by the CMS vendor software will be placed within the XML comment field defined above.

Once the command is completed, MPP will move the command file to the Processed folder.

If the recipient of the redirect mail is unknown, the CMS vendors' software will notify the participant as to how mail should be forwarded to the mail room for reprocessing, identification, and delivery. The CMS software vendor will instruct the participant via the CMS software on how to redirect the mail to an unknown participant via standard internal processes.
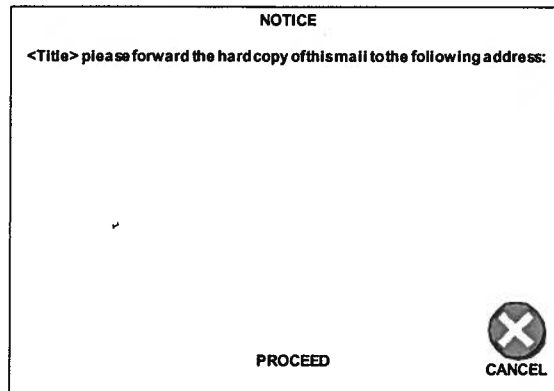
The above image is an example. Vendors may change the contents of the message box to reflect their internal software design methodologies. However, CMS vendors must present the exact message to the CMS evaluation team for approval prior to coding.

The actual digitized files located on the DM SAN will be removed from the originating location pursuant to section 3.1 of this document.

4 Command Authentication and Integrity

CMS Software vendors will be responsible for ensuring that all command files generated contain a unique file name.

Both the MPP and the CMS vendors' software will be granted access rights to the DM SAN and the required data files via the permissions defined by HDMP engineering staff.

Only the CMS vendors' software and the MPP will have rights to Create, Modify, Delete or Add files on the central storage device as needed.

The HDMP engineering staff will identify additional command authentication requirements associated with the processing of DELETE, REDIRECT, and RESCAN command scenarios.

5   Adding New Members to the Program and CMS Evaluation

The following section describes the steps taken to add new Member offices to the program. The process steps include:

- CMS vendor creates 2 global security groups on the US domain
  - The following naming convention should be followed:
    - SSDDDM-Users (e.g., TN01DM-Users)
    - SSDDDM-Command (e.g., TN01DM-Command)
    - These should be located within the appropriate Member OU so that digital mail access can be controlled consistent with House policy and need to know.
- HDMP engineers apply file ACL and share permissions to the DM SAN
  - SSDDDM-Users
    - This group has Read, Execute, and list folder contents rights to the entire SSDD$ share and folder structure.
  - SSDDDM-Command
    - This group has Read, Execute, and list folder contents rights to the entire SSDD$ share and folder structure.
    - In addition this group has modify permissions set on the command folder structure within the SSDD$ share.
- Test if needed
  - For approved CMS vendor software, the vendor will schedule a training date with the office and let the HDMP facility know of the new Member office so that mail can be pulled and the above permissions configured.
  - The HDMP facility can generate test mail for training if needed. Alternately the new office can opt to train using live mail.
- Go live

Prior to joining the digital mail program CMS products will need to pass evaluation via the CMS evaluation team.

The scope and level of this testing may need to be adjusted depending on the scale and impact of changes to the system. Additional test scenarios may need to be added depending on real world test cases.

6 Change Log of Significant Technical Changes to the Document

Original Version	Current Section	Change
V28	All Sections	Miscellaneous edits and corrections
v23	2.1 HDMP Process Description	The current interface does not specify that images are stored on the DM SAN as multipage TIFF Group IV. Images are still being stored in this format but CMS vendors should be able to support other formats within the scope of the expansion capabilities section.
v23	2.1 HDMP Process Description	Updated the description of the command XML field to reflect that is currently not in use.
v23	2.1 HDMP Process Description	Updated the description of the OCR XML tag to include the <!CDATA[ ]]
v23	2.1 HDMP Process Description	Removed the text indicating that no more than 32K of OCR would be included within the OCR XML tag. All OCR data is included in both the XML file and the ASCII data file.
v26	2.1 HDMP Process Description	Clarified the text below the XML data chart to reflect the encapsulation of all OCR data within the XML file.
v23	2.2 Delivery of Digitized Mail Files (Detailed Processes)	Clarified the instructions for CMS vendors to read new mail by the barcode format YYYYMMDD rather than the current day. Mail should be identified by the barcode as instances may arise where the HDMP facility exports mail after Midnight ET. This may also vary by time zone depending on the location of Member district offices.
V28	3 Congressional Member CMS Interface	Defined receipt file name naming convention
v23	3.2 Instructions for Re-scan of Digitized Mail	The file name format (YYYYMMDD) should be used and not the DTTM tag as the DTTM contains the actual time exported and could be after midnight. The filename format consists of the barcode of the date processed.

Original Version	Current Section	Change
v23	3.2 Instructions for Re-scan of Digitized Mail	Updated the document to reflect that if the metadata is updated during the rescan process at the HDMP facility, the new metadata will be sent in place of the original metadata.
v27	3.3 Instructions for Redirect of Digitized Mail	Corrected XML tags from v27 back to the proper format indicated in v23.
v23	3.3 Instructions for Redirect of Digitized Mail	Removed sections indicating that a receipt would be required for a redirect. This is not the case since a redirect functions in practice the same as a delete command.
v23	3.3 Instructions for Redirect of Digitized Mail	Removed language indicating that the HDMP facility would digitally redirect mail. Hard copy redirect will always be required.
v23	3.4 Command Authentication and Integrity	Added language clarifying that CMS Software vendors will be responsible for ensuring that all command files generated contain a unique file name.
V28	4 Potential Expansion	Deleted
NEW (replaces testing sections from v23 – v27)	6 Adding New Members to the Program and CMS Evaluation	This section has been added to clarify the requirements for adding Members to existing CMS vendor software and evaluation of new package.
v23	6 Adding New Members to the Program and CMS Evaluation	v23 indicates that ACLs and rights will be assigned by HIR staff. This is no longer that case and is managed by HDMP facility engineers.

U.S. HOUSE OF REPRESENTATIVES

TECHNOLOGY SERVICES

STATEMENT OF WORK

TABLE OF CONTENTS

U.S. HOUSE OF REPRESENTATIVES

TECHNOLOGY SERVICES

STATEMENT OF WORK

1.0   Introduction

The Office of the Chief Administrative Officer ("**CAO**") has been tasked by the Committee on House Administration with supporting and maintaining the information technology ("**IT**") and service support structure of the U. S. House of Representatives ("**House**"). The environment is composed of four hundred and forty-one (441) Member offices and over fifty (50) Committee, Leadership and support offices. There are approximately ten thousand (10,000) staffers of the House and approximately nine hundred and fifty (950) district offices across the United States and Territories.

2.0   Definitions

As used in this Statement of Work, the following definitions apply:

"**Addendum**" or "**Addenda**" has the meaning set forth in Section 5.2d of this Statement of Work.

"**Business Day**" means any day other than a Saturday, a Sunday or other day on which the House is required or authorized to be closed.

"**CAO**" means the Office of the Chief Administrative Officer of the U. S. House of Representatives.

"**Client**" means any Member of Congress, House Committee, House Leadership office or other House office that the Contractor may provide Technology Services to under a Client Work Order.

"**Client Work Order**" has the meaning set forth in Section 4.0b of this Statement of Work.

"**CMS Contractor**" has the meaning set forth in Section 6.0 of this Statement of Work.

"**CMS Package**" means a correspondence management system (also known as customer relationship management (CRM) software).

"**CMS Services**" means services related to the provision of a CMS Package provided by the Contractor to the Client. CMS Services shall not include Maintenance Services or Systems Administration Services.

"**Congressional Transition**" has the meaning set forth in Section 9.1 of this Statement of Work.

"**Contract**" means the Contract with each Contractor resulting from Solicitation Number OPR11000035, by and between the Contractor and the House.

"**Contractor**" has the meaning set forth in Section 3.0 of this Statement of Work.

"Contractor Customizations" means Enhancements to the Technology Services Software.

"Contractor Pre-Existing Rights" means any and all Software and other intellectual property rights owned by or licensed by the Contractor and incorporated in or required to operate any Work Product. Contractor Pre-Existing Rights shall not include any Client Data.

"**COR**" means the Contracting Officer's Representative.

"**Enhancements**" means, without limitation, improvements, patches, design changes, revisions, upgrades, derivative works, enhancements, updates, new releases, new features, new functionality and new versions.

"**Freshman Office**" has the meaning set forth in Section 6.8.1 of this Statement of Work.

"**House**" means the United States House of Representatives.

"**Integrated Agreement**" has the meaning set forth in Section 4.0b of this Statement of Work.

"**Maintenance Contractor**" has the meaning set forth in Section 7.0 of this Statement of Work.

"**Maintenance Services**" means computer hardware break-fix services provided by the Contractor to the Client.

"**Member**" means a representative, delegate or resident commissioner of the House.

"**Security Office**" means the CAO's Information Systems Security Office of House Information Resources.

"**Significant Change**" means certain significant changes and enhancements to the content, design or system architecture of a CMS Package and as further defined in the *Technology Support Policy on Significant Changes* (See Attachment J.6).

"**Software**" means: (a) computer software, websites, web pages and web content, including, where applicable, source code, object code, operating systems, application programs, file and utility programs, HTML code, scripts and interfaces, whether run locally or remotely via a network, including the Internet, or an intranet or extranet; (b) documentation for such computer software; (c) the tangible media upon which such computer software and/or documentation have been recorded or stored, including without limitation, hard copy, tapes, disks and CDs; and (d) any back-ups, modifications,

upgrades, updates, additions, expansions, new versions, new releases or other changes to such computer software and/or documentation.

"**SOW**" or "**Statement of Work**" has the meaning set forth in Section 3.0 of this Statement of Work.

"**Systems Administration Contractor**" has the meaning set forth in Section 8.0 of this Statement of Work.

"**Systems Administration Services**" means computer equipment and network system administration services provided by the Contractor to the Client.

"**Technology Services**" means CMS Services, Maintenance Services and/or Systems Administration Services. Technology Services does not include Web Services.

"**Technology Services Software**" means all Software owned by the Contractor and used to develop or operate the Technology Services, including: (a) the most current operational version thereof, and all documentation relating thereto; (b) executable versions of all maintenance tools and documentation, including test programs and program specifications for such Software; (c) executable versions of all systems utilities, including compiler and assembler descriptions for such Software; and (d) executable versions of all programs necessary for the efficient use and/or support of such Software. Technology Services Software does not include Third Party Software.

"**Technology Support**" means the CAO's House Technology Support Department.

"**Third Party Software**" means Software licensed by Contractor from third parties and used to provide the Technology Services or incorporated in any Work Product.

"**Transfer Services**" has the meaning set forth in Section 16.0a of this Statement of Work.

"**Web Services**" means web development, maintenance or related services and products provided by the Contractor to the Client. Web Services does not include CMS Services, Maintenance Services or Systems Administration Services.

"**Work Product**" means any and all work product, deliverables, reports, data (including constituent data and constituent-related data), developments, inventions, ideas and discoveries, schedules and logs, technology, including patentable and un-patentable inventions, copyrights, systems administration information (including passwords), test results, testing methods, workstation images, materials, hardware, discovered, improved, authored, derived, invented or acquired by, for, or on behalf of the Contractor in connection with or while performing the Technology Services. Work Product shall not include (a) Contractor Pre-Existing Rights, or (b) the Contractor's CMS Software.

3.0   Technology Services

This statement of work ("**Statement of Work**" or "**SOW**") provides the framework to enable Member, Committee and Leadership offices (each, a "**Client**") to order the following from authorized companies: (a) CMS Services; (b) Maintenance Services; and/or (c) Systems Administration Services. Only companies that sign a Contract with the House to provide one (1) or more Technology Services (each such Contractor, a "**Contractor**") will be eligible to market and sell such Technology Service(s) to a Client. A company may submit an offer to provide one (1) or more Technology Services to a Client. Such a submission qualifies the company as an "Offeror" under this Statement of Work. In submitting an offer for one (1) or more Technology Services, an Offeror may submit multiple support plans.

4.0   Scope

a. The Contractor shall provide technical and operational support for one (1) or more Technology Services. The Contractor shall perform any and all additional tasks and duties associated with one (1) or more Technology Services necessary to perform the work described in this Statement of Work.

b. During the term of the Contract, the Client may, from time to time, engage the Contractor to provide Technology Services. In engaging the Contractor to perform one (1) or more particular Technology Service(s), the Client shall enter into a written work order (each a "**Client Work Order**") pursuant to which such particular Technology Service(s) shall be performed. Upon execution thereof, each Client Work Order, together with the Contract, shall constitute a complete and separate agreement among the Client, the Contractor and the House (each an "**Integrated Agreement**"). Any Technology Services performed pursuant to a Client Work Order shall be governed by the terms and conditions of the Contract.

5.0   General Requirements

a. An Offeror must: (i) sign a non-disclosure agreement with the House; (ii) submit a support plan for each proposed Technology Service and corresponding detailed pricing list, both of which will be posted on the internal website of the House; (iii) submit a list of software supported by the Offeror with each support plan; (iv) have a physical or virtual service desk; (v) give prior notification to the Contracting Officer's Representative (COR) in writing and obtain written approval from the Contracting Officer of any changes in a support plan, pricing list, marketing campaign, marketing literature or any other changes defined as a "Significant Change" in the *Technology Support Policy on Significant Changes* (See Attachment J.6); (vi) agree to conduct an annual survey of customer support; and (vii) satisfy other requirements included herein or as otherwise may be negotiated.

b. Upon notification to and approval from the Contracting Officer of any Significant Change, the Contractor may be required, at the sole discretion of the House, to enter into

a modification with the Contracting Officer to modify the Contract to reflect such change before the Significant Change can be implemented.

5.1   Pricing

    a.   Pricing Lists. The Offeror must submit a detailed pricing list for each proposed support plan. An Offeror may include additional pricing for services requested outside the Statement of Work its pricing list. Offerors and Contractors are prohibited from offering any products or services free of charge to a Client, including trial periods, but are encouraged to offer pricing that is competitive and reflective of the service level being offered.

    b.   Copies. Prior to signing the Contract, the Offeror shall have submitted to the House a copy of each current support plan and its corresponding pricing list for each Technology Service.

    c.   Changes in Support Plans and Pricing. In accordance with Section 18.0 of this Statement of Work, the Contractor must provide prior written notification to and obtain written approval from the Contracting Officer of any change to a support plan, to pricing or to a pricing list for a Technology Service prior to the implementation of such change.

5.1.1   *Pricing Requirements*

    a.   CMS Services. An Offeror of CMS Services must include, at a minimum, the following in its pricing list: (i) monthly hosting fees; (ii) monthly support fees; (iii) data conversion charges; (iv) exit conversion charges; (v) costs associated with a Congressional Transition; and (vi) migration fees.

    b.   Maintenance Services. An Offeror for Maintenance Services must include, at a minimum, the following in its pricing list: (i) monthly support fees; and (ii) costs associated with a Congressional Transition.

    c.   Systems Administration Services. An Offeror for Systems Administration Services must include, at a minimum, time and materials and monthly fixed rate support fees in its pricing list.

5.2   Client Work Orders

    a.   Client Authorization. Prior to commencing work, the Contractor must obtain written consent from a Client in the form of a Client Work Order. The Contractor shall submit all invoices to the Client. Invoices must include a Client Work Order signed by the Client.

b. Client Work Order Information. The Contractor and the Client shall enter into one (1) or more Client Work Orders, in the form provided to the Contractor by the House, to define the Technology Services to be performed. The Contractor and the Client may attach change orders to a Client Work Order. Each such change order shall be incorporated into and made part of the applicable Client Work Order and the Contract.

c. Requirements Prior to Initiation of Work. Offerors and Contractors must not initiate a marketing or sales discussion with the Client, or perform any work for the Client, prior to: (i) the execution of the Contract, and (ii) in the case of CMS Services, the successful passage of a formal evaluation by the House of the Contractor's CMS Package. Additionally, the Contractor may not perform any work for the Client prior to the execution of a Client Work Order governing the applicable Technology Service.

d. Addendum to Client Work Order. The Contractor and the Client may enter into one (1) or more addenda to a Client Work Order (each an "**Addendum**" and collectively, "**Addenda**") that provides additional terms and conditions to a Client Work Order between the Contractor and the Client. Each Addendum must be approved by the House before it is executed by the Contractor and the Client. An approved and executed Addendum shall be incorporated into and made part of such applicable Client Work Order and the Contract.

e. Submission of Client Work Order. Promptly after the Contractor and the Client have executed a Client Work Order, the Contractor shall submit a copy of the fully executed Client Work Order to the House in accordance with Section 2 of the Client Work Order.

f. Delivery of Work Product. The Contractor shall deliver to the Client all of the Work Product developed pursuant to such Client Work Order (i) upon the request of the Client, and/or (ii) in accordance with the delivery schedule set forth in each Client Work Order.

5.3   Invoices

For non-recurring payments, and including Technology Services provided under a time and materials plan, the Contractor will submit an original of each invoice for Technology Services with a copy of the applicable Client Work Order to the Client. The Contractor shall invoice the Client after work under the applicable Client Work Order has been performed by the Contractor and accepted by the Client. Unless otherwise specified in a Client Work Order, each invoice should include: (a) the name of the Client; (b) the dates of service; (c) the name, address, phone number and contact person of the Contractor; (d) the invoice number; (e) the Client Work Order number; and (f) a description of work performed or product delivered (that distinguishes between one-time and recurring

services or deliverables), and corresponding cost(s). The House and the Client may delay or deny payment and return any payment requests and invoices to the Contractor that do not include the information set forth herein.

5.3.1 *Refunds*

If a Client Work Order is terminated in accordance with the termination clause of the Contract and the Contractor has received any advance payments for Technology Services covered under such Client Work Order, the Contractor shall make refunds to the Client for any services not yet rendered.

5.3.2 *Fee Disputes*

In the event the Client in good faith disputes an invoice submitted by the Contractor, the Client may delay or deny payment of any amount subject to the dispute; provided, however, (a) the Client shall continue to pay all undisputed amounts in accordance with the terms of the Contract, and (b) the Contractor shall continue to perform its obligations under the Contract. The Client's failure to identify contested charges prior to payment shall not limit or waive any of the Client's rights or remedies with respect to such charges, including the Client's right to delay or deny in good faith such disputed amounts from subsequent charges due to the Contractor.

6.0   Service 1: Correspondence Management Systems Services

a. A Contractor authorized to provide CMS Services to a Client under a Contract (a "**CMS Contractor**") must provide support plans to a Client that meet or exceed the specifications in this Section 6.0. Offerors and Contractors may not market or sell CMS Packages to a Client prior to the successful completion of a mandatory CMS Package evaluation conducted by the House in accordance with the CMS testing program (See Attachment J.12).

b. All CMS Packages offered by the CMS Contractor must provide the features the House has designated as basic and required, as listed in the *Basic and Advanced Features for House Correspondence Management Systems* (See Attachment J.12.A). Features described in the *Basic and Advanced Features for House Correspondence Management Systems* are subject to change. All CMS Packages must operate within the hardware and software environment of the House, and must be compatible with all software supported by the House, as listed on the *House Supported Software List* (See Attachment J.5).

6.1   Capabilities

a. The CMS Contractor shall offer a CMS Package comprised of a database, a user interface and a correspondence generator (which is generally a commercial-off-the-shelf word processor). The database will contain information about constituents, Members, Client

staff and Client contacts. All correspondence received by a Client and generated on behalf of or to constituents shall be recorded in the database of the CMS Package. The issues a constituent relays to the Member and/or Client staff are stored in the database using codes assigned by the Client to particular issues or casework actions. The user interface will allow data entry, workflow definitions and assignment, initiation of outgoing correspondence, generation of reports and administration of the CMS Package. The user interface will also pass information to the correspondence generator based on information stored in the database for which "boilerplate" responses will be used when generating a response on a particular issue. The word processor includes boilerplate responses on a variety of issues that are used to assist in generating a customized response.

b. The CMS Contractor must, at a minimum, offer the following common modules to a Client: (i) correspondence and targeted mailings; (ii) system reports; (iii) systems administration; and (iv) digital mail integration with the House Digital Mail program.

c. Prior to signing an initial Client Work Order with a Client, the CMS Contractor must provide a Client with a statement of minimum and recommended hardware and software requirements.

6.1.1 *Extra Features*

The CMS Contractor may offer extra features in the CMS Package to help a Client organize its operations and work flow. Extra features could include components for press operations, scheduling, legislative tracking and office accounting. Other newer components allow for social media and web-based solutions. Additional functionality of a CMS Package may be offered on a separately-priced modular basis, including the advanced features identified in the *Basic and Advanced Features for House Correspondence Management Systems*.

6.1.2 *Updates*

The House reserves the right to update the hardware and software environment for CMS Packages. The CMS Contractor must modify its CMS Package as necessary to maintain compatibility and interoperability with systems of the House. At the sole discretion of the House, the CMS Contractor will be required to update its software to comply with changes in the *Basic and Advanced Features for House Correspondence Management Systems* by written notification from the Contracting Officer.

6.2 Evaluation Process

a. The House reserves the right to waive testing requirements for CMS versions that have previously passed a CMS evaluation.

b. Prior to signing the Contract, an Offeror must submit its CMS Packages for a formal evaluation by the House. The Offeror shall provide all equipment and staff necessary to support the testing at no cost to the House. In its evaluation, the House will conduct tests to verify that (i) the software meets the minimum requirements listed in the *Basic and Advanced Features for House Correspondence Management Systems*, and (ii) all features perform as described by the Offeror. The evaluation processes for CMS Packages are outlined in Attachment J.12. The evaluation results are final and not subject to appeal.

c. Once the technical portion of the evaluation is successfully completed, the procurement process will evaluate the Offeror's management and technical capabilities. If the procurement portion of the evaluation is successfully completed, the Offeror is eligible for award of a Contract for CMS Services with the U.S. House of Representatives.

6.3   Responsibilities

If applicable, at a minimum, the CMS Contractor shall be responsible for the following: (a) integrating all server hardware, software and communications components of CMS Packages; (b) maintaining equipment owned by the CMS Contractor and CMS-related software so that they are in proper operating condition; (c) implementing a reliable backup process; (d) providing copies and updates of the CMS data dictionary to the COR; (e) coordinating warranties and/or servicing of equipment owned by the Client and/or the CMS Contractor; (f) cooperating with the COR in security audits of equipment owned by the CMS Contractor and/or the Client and correcting identified deficiencies; (g) promptly repairing or replacing non-functioning components for systems owned by the CMS Contractor and/or the Client; (h) training in the use and administration of a CMS Package; (i) applying upgrades (including bug fixes) to software as required; (j) monitoring systems owned and/or supported by the CMS Contractor for the success of data backups and taking appropriate actions to ensure that any failure in backing up the database of a CMS Package and CMS-related files does not continue for more than two (2) business days; (k) providing a help desk and on-site support; (l) restoring operating systems, applications, data and the most recent readable backup (utilizing the appropriate images when applicable) following a failure of the hardware, system or software; and (m) ensuring all servers and all other network connected devices owned by the Client or the CMS Contractor, and covered under Section 6.0 of this Statement of Work, are secured in accordance with IT policies of the House (See Attachment J.12).

6.4   Support Plans

Each support plan offered by the CMS Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) integration of all hardware, software and communications components; (b) training in systems use and administration; (c) upgrades to hardware and software (including bug fixes and maintenance updates); (d) data conversion requests; (e) help desk support; (f) maintaining hardware and software in proper operating condition; (g) warranty coordination and/or service; (h) prompt repair or replacement of non-functioning system components; (i)

details of the backup schedule and retention periods (at a minimum, backups are required on every business day); and (j) pricing.

6.5   Server Options

The Offeror must clearly state in the offer and support plan which of the following CMS server options it will offer or support for the Client: (a) a server owned by the House (House hosted); (b) a server owned by a Client (non-hosted); or (c) a server owned by the Offeror(non-hosted).

6.5.1   *Service on Servers Owned by the House (House Hosted)*

a. If the CMS Package will operate on hardware owned by the House in the House Cloud, the Offeror must clearly state how the environment is to be architected and how they propose to support the CMS software and database on House-owned servers.

b. The Offeror must also list in the offer a mechanism and instructions for backing up the data in the database and any files stored on the server that are associated with the CMS Package. At a minimum, the Offeror shall have the ability to restore the database of a CMS Package and any of its associated files to the state it was in at the end of any of the five (5) previous business days.

6.5.2   *Service on Servers Owned by Client (In-Office)*

a. Servers owned by a Client may be located in (i) the Client office, or (ii) a data center operated by the House. If a CMS Package operates on hardware owned by the Client, the Offeror must clearly state in the offer whether or not the Offeror will manage the CMS server. If the Offeror will not manage the CMS server, then the Offeror must clearly specify in the offer a Client's responsibilities for maintaining the server. The Client will maintain the server in a manner that does not interfere with or degrade the functioning of the CMS Package.

b. If the server is located in (i) the office of a Client, or (ii) a data center operated by the House on a system owned by the Offeror, the Offeror must provide a mechanism and instructions, when applicable, for backing up the data in the database and any files stored on the server that are associated with the CMS Package. The Offeror must state its backup retention policy in the offer.

c. At a minimum, the Offeror must have the ability to (i) restore the CMS database and its associated files to the state it was in at the end of any of the five (5) previous business days, and (ii) allow the backup media from at least one (1) day of the previous week to be transferred to an alternate facility provided by the House. If applicable, arrangements for the remote storage of backup media must be arranged by the Client or negotiated

separately between the Offeror and the data center manager. All requests for data center space must include a completed *Ford Data Center Request Form* (See Attachment J.8) and a signed *Data Center Memorandum of Understanding* (See Attachment J.9) to be provided to the CMS Contractor by the House.

6.5.3   *Service on Servers Owned by Offerors (Contractor Hosted)*

  a. The Offeror may offer a CMS Package that operates on equipment owned by the Offeror and that is shared by multiple Clients. If a CMS Package operates on hardware owned by the Offeror, such hardware must be housed in a data center operated by the House. This SOW does not guarantee that rack or data space or other support services will be provided to the Offeror in such a data center. The Offeror shall coordinate separately with the House (Director of Facilities Management) and comply with the conditions set forth by the *Data Center Memorandum of Understanding* (See Attachment J.9).

  b. For systems owned by the Offeror, the Offeror must backup the data in the database and any files stored on the Offeror's system associated with the CMS Package. In the offer, the Offeror must (i) list a mechanism for backing up the data in the database and any files stored on the server that are associated with the CMS Package, (ii) state its backup retention policy, and (iii) indicate whether data from multiple Clients will be comingled on the backup media or if each Client's data will be segregated on separate backup media. At a minimum, the Offeror must (A) have the ability to restore the database and associated files to the state it was in at the end of any of the five (5) previous business days, and (B) store the backup media on at least one (1) day of the previous week at an alternate facility provided by the data center manager. If applicable, arrangements for the remote storage of backup media must be negotiated separately between the Offeror and the data center manager. All requests for data center space must include a completed *Ford Data Center Request Form* and a signed *Data Center Memorandum of Understanding* to be provided to the CMS Contractor by the COR.

6.6   Installations

  a. An "installation" shall mean the implementation of a new CMS Package or the reinstallation of an existing CMS Package. All new system installations must comply with the *Minimum Technical Standards for Supported Equipment* (See Attachment J.4) to be provided to the CMS Contractor by the COR, which is updated on an annual basis.

  b. A CMS Contractor shall perform installation services, including, but not limited to, the following: (i) site surveying and configuration planning; (ii) arranging a pre-installation meeting with a Client and the assigned House representative; (iii) preparing pre-installation hardware or installing software; (iv) installing and configuring customer servers; (v) networking and communications configuration; (vi) ensuring all CMS-related software, hardware and peripherals are functional and perform to specifications; and (vii) conducting training when new features or functionalities are introduced. Travel and per diem costs associated with the new installation may be charged to the Client pursuant to

standard government rates as established by GSA. A Client shall be responsible for setting up and approving travel and associated items.

6.7   Documentation and Training

The CMS Contractor shall provide documentation and training as part of its CMS Package to a Client. At the time of installation, such documentation must, at a minimum, include (a) a "how-to" user's guide or detailed reference guide, and (b) a user "quick guide" or "cheat sheet." The CMS Contractor may provide (i) on-site classroom-styled training, (ii) off-site classroom-styled training, (iii) desk-side training, or (iv) basic CMS on-line training (the CMS Contractor may arrange with the House Learning Center for use of a House Learning Center classroom, subject to availability). All training must include complete documentation (i.e., a "how-to" manual and a comprehensive reference manual). In addition, all training must include training objectives, explanations, structured exercises and feedback to the student; simple on-line help files will not satisfy this requirement.

6.8   Close-Out Services

a. Upon (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the CMS Contractor shall provide a copy of the Client's database in the House's data exchange format for conversion to another CMS Package provided by a different CMS Contractor. The CMS Contractor must remediate any problems associated with the database exchange at no additional cost to the CAO, the House or the Client.

b. In the event the Contract is terminated as a result of the Contractor filing for bankruptcy or otherwise ending their business as a viable Contractor, the software code for which any Client(s) has paid up to the date of the bankruptcy will be held in escrow on behalf of the Client(s) until such time as the parties are able to release the code fully to the Client(s).

6.8.1   *Congressional Transition Services*

In addition to the Congressional Transition services described in Section 7.5 and Section 9.0 of this Statement of Work, the CMS Contractor shall provide the following setup services to offices of new Members of the House (each a "**Freshman Office**"): (a) fully installing a CMS Package so it is operational; and (b) coordinating and working with the Maintenance Contractor as necessary.

7.0   Service 2: Maintenance Services

A Contractor authorized to provide Maintenance Services to a Client under a Contract (a "**Maintenance Contractor**") must provide support plans to a Client that meet or exceed

the specifications in this <u>Section 7.0</u>. The Maintenance Contractor must provide technical support for equipment, which shall include, but is not limited to: (a) installation and configuration; (b) training; (c) maintenance; and (d) repair.

7.1   <u>Hardware Responsibilities</u>

The Maintenance Contractor shall ensure that a computer system and its components for a Client function according to specifications and standards in this Statement of Work. The Maintenance Contractor shall be responsible for hardware services, including, but not limited to, the following: (a) repairing or replacing damaged or non-functioning hardware with compatible components of equal or greater value and capabilities (replacement systems must meet the same then-current requirements as new installations); (b) ensuring all workstations are configured to automatically update operating systems and applications; (c) ensuring all servers, workstations, printers and all other network connected devices owned by the Client or the CMS Contractor, if applicable, and covered under <u>Section 6.5</u> of this Statement of Work, are secured in accordance with IT policies of the House; and (d) ensuring all servers and workstations are protected with the House-approved anti-virus software. (NOTE: If the CMS Contractor is not providing hardware support, the Maintenance Contractor may restore the CMS server, including the operating system, non-CMS applications and data (utilizing the appropriate images when applicable) following a failure of the hardware, system or software.)

7.2   <u>Support Plans</u>

Each support plan offered by the Maintenance Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) integration of all hardware, software and communications components; (b) upgrades to hardware; (c) help desk support; (d) warranty coordination or service; (e) prompt repair or replacement of non-functioning system components; (f) pricing, which must, at a minimum, include time and material and fixed rate plans for services provided; (g) brief explanation on which services in the support plan will be performed by the Maintenance Contractor; (h) brief explanation on which services in the support plan will be facilitated by the Maintenance Contractor; and (i) purchase of hardware off the House IT blanket agreements or other accessible discounted government IT purchasing programs, where authorized.

7.3   <u>Security Compliance</u>

In addition to the security compliance obligations set forth in <u>Section 12.0</u> of this SOW, the Maintenance Contractor shall ensure that any devices not covered by a policy or publication of the Security Office will be reviewed by the House for guidance on appropriate security measures. The Maintenance Contractor shall perform preventative maintenance on all systems owned by the Client and covered under a Client Work Order at least twice a year. Preventative maintenance must ensure that mechanisms to keep

systems up-to-date are functioning. The Maintenance Contractor must ensure that all applications and network operating software, including upgrades and enhancements, conform to infrastructure policies of the House.

7.3.1 *Remediation*

Upon notification from the COR that a released patch, service pack or service release from an original equipment manufacturer (a "**fix**") will correct significant security vulnerabilities, the Maintenance Contractor will verify that the fix has been applied to all supported systems within forty-eight (48) hours of receiving such notification. The House will conduct security audits (a) for all new installations, and (b) whenever significant modifications are made to hardware or software. If the Maintenance Contractor determines that a policy or fix adversely affects one (1) or more features of the system, the Maintenance Contractor may notify the COR in writing to request an exception.

7.4 Software Support

The Maintenance Contractor shall include site-licensed software (including anti-virus and Microsoft Office Suite) as part of a standard build for workstation installations. This standard build must be coordinated with the House and updated as needed. Following a failure of the hardware, system or software, the Maintenance Contractor shall restore operating systems, applications, data, non-CMS software and the most recent readable backup (utilizing the appropriate images when applicable). The Maintenance Contractor may not install or facilitate the installation of any CMS software that has not been approved by the House. The Maintenance Contractor shall ensure that operating systems, program files and file data on any computer or storage device removed from the Client are deleted in a manner that prevents recovery.

7.5 Congressional Transition Services

7.5.1 Departing Members

In addition to the Congressional Transition services described in Section 9.0 of this Statement of Work, the Maintenance Contractor shall provide the following Congressional Transition services to a Client that is a departing Member: (a) working with the Client office in (i) completing a site survey of the entire Client office suite to be conducted prior to and in conjunction with the move-out, and (ii) making a record of all computer and office-related equipment; (b) surveying each piece of equipment to determine if it meets minimum inheritable standards; (c) labeling each piece of equipment with an appropriate color-coded sticker; (d) de-installing computers and computer-related equipment in Washington, DC no later than one (1) business day prior to the scheduled move date; (e) placing smartphones, tablet devices, PDAs, cables, keyboards, speakers and other electronic equipment in move bags provided by the House;

(f) bagging all power strips, extension cords and other electronic accessories related to any and all office equipment of the Client; and (g) removing and bagging toner from all printers. If applicable, the Maintenance Contractor shall wipe the hard drives of all inheritable workstations, printers and multi-functional devices ("**MFDs**"). The House may provide software to wipe hard drives.

7.5.2   *Seated Member Moves*

a. The Maintenance Contractor shall provide the following pre-move services to a Client of a seated Member: (i) confirming any known computer problems to the Client before the de-installation of computers; (ii) confirming that the backup process for the server is operating successfully one (1) week prior to the move; (iii) completing a site survey of the entire office suite and making a record of all computer and office-related equipment; (iv) coordinating the backup and take-down of the Client's computer systems in accordance with the move schedule; (v) coordinating with the House to ensure IP addresses only within the specified range for the new location are used; and (vi) answering any questions or discussing technical support costs.

b. The Maintenance Contractor will review computer-related items on floor plans provided by the House for each Member who participates in a move. If necessary, the Maintenance Contractor will make edits to computer-related items on the floor plan. The Maintenance Contractor will return floor plans, with or without edits, to the move coordinator of the House (the "**Move Coordinator**") at B234 Longworth House Office Building no later than forty-eight (48) hours prior to the move. The floor plan submitted to the Move Coordinator by the Maintenance Contractor shall be considered the final, signed-off floor plan. The Maintenance Contractor shall use the final approved floor plan (i.e., the floor plan posted by the House on the internal website of the House) to perform the installation.

7.5.2.1 *De-Installation*

a. The de-installation of computer systems for morning moves must take place no later than the night before the move. The de-installation of computer systems for afternoon and evening moves must take place no later than the morning of the move. The Maintenance Contractor will work with a Client to determine the schedules for the de-installations based on the guidelines set forth in this Section 7.0.

b. The Maintenance Contractor shall provide the following de-installation services to a Client: (i) confirming backups of servers on the morning of a de-installation; (ii) powering down all computer equipment; (iii) disconnecting all computer and peripheral equipment; (iv) ensuring that the Client has labeled all workstations, servers, peripherals and local printers with each staffer's name; (v) placing smartphones, tablet devices, PDAs, cables, keyboards, speakers and other electronics in move bags provided by the House; (vi) bagging all power strips, extension cords and other electronic accessories related to all office equipment; and (vii) removing and bagging toner for all printers. The Maintenance Contractor shall remediate any problems associated with the de-installation

of computers and computer-related equipment at no additional cost to the CAO, the
House or the Client. De-installation services will be performed in accordance with the
Move Schedule.

7.5.2.2 *Re-Installation*

a. The Maintenance Contractor shall provide the following re-installation services to a
Client: (i) installing computers and peripheral equipment in accordance with the
approved final floor plan; (ii) reconnecting all workstations, printers, laptops, peripherals,
network devices, servers and MFDs; (iii) testing all file server and computer connections
for connectivity; (iv) troubleshooting or resolving any connection problems; (v) testing
printing for each computer and printer, including any MFDs; (vi) troubleshooting and
fixing any printer, server and/or workstation problems; and (vii) ensuring that damaged
equipment is reported to the Move Coordinator within twenty-four (24) hours of the
move.

b. The Maintenance Contractor shall remediate any problems associated with the re-
installation of computers and computer-related equipment at no additional cost to the
House, the House or the Client. If there is a cost associated with any other move-related
problems, the Maintenance Contractor must report those problems within twenty-four
(24) hours of the move to the Client staff and the Move Coordinator. The Maintenance
Contractor must obtain approval from the Move Coordinator to fix any problem prior to
implementing a resolution. The Maintenance Contractor shall not be responsible for the
remediation of pre-existing problems identified prior to the office move. The
Maintenance Contractor shall resolve move-related problems that are identified within
ten (10) business days of the move, excluding physical damage to equipment, unless such
damage was caused by the Maintenance Contractor.

7.5.3 *Freshman Setup*

a. The Maintenance Contractor shall provide setup services to Freshman Offices, which
shall include, but are not limited, the following: (i) connecting all workstations, printers,
laptops, peripherals and MFDs to the network and ensuring all connectivity to the
centralized storage and CMS Package; (ii) confirming network connectivity and test
printing to all printers, including any MFDs; (iii) creating service accounts for all
appropriate devices according to the IT policies of the House; (iv) testing all connections
(including wall jacks) to internal and external network resources, including centralized
storage from each computer; (v) troubleshooting and resolving any connection problems;
(vi) troubleshooting workstation, laptop and/or printer problems, except equipment that
show signs of physical damage; (vii) ensuring that damaged equipment is reported to the
Move Coordinator within twenty-four (24) hours of the move; (viii) reporting any
problems within twenty-four (24) hours of the move to the Move Coordinator; (ix)
creating user accounts and mailboxes in the active directory/exchange for each new staff
member in accordance with IT policies of the House; (x) assisting with general

workstation setup, login and access; (xi) configuring Microsoft Outlook upon request by the Client; (xii) configuring smartphones, tablet devices and PDAs upon request by the Client; (xiii) configuring all workstations in compliance with IT policies of the House; and (iv) coordinating with the House to create login scripts for non-standard drive mappings.

b. If there is a cost associated with the resolution of any problem (e.g., replacement of damaged equipment), the Maintenance Contractor must obtain approval from the Move Coordinator prior to implementing the resolution. The Maintenance Contractor shall not be responsible for the remediation of pre-existing problems identified prior to an office move. The Maintenance Contractor is responsible for resolving any identified move-related problems within ten (10) business days of the move, excluding physical damage to the equipment. All move-related problems must be identified and submitted to the staff of the Client and Move Coordinator by the Maintenance Contractor no later than ten (10) business days following the start of a new Congress. Setup services should only be provided for equipment present in the Freshman Office on the move-in day.

8.0   Service 3: Systems Administration Services

A Contractor authorized to provide systems administration support services to a Client under a Contract (a "**Systems Administration Contractor**") must provide support plans to a Client that meet or exceed the specifications in this Section 8.0.

8.1   Support Plans

Each support plan offered by the Systems Administration Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) training in systems use and administration; (b) upgrades to software (including bug fixes and maintenance updates); (c) help desk support; and (d) pricing, which must, at a minimum, include time and material and fixed rate plans for services provided.

8.2   Administration Responsibilities

The Systems Administration Contractor shall provide administration services to a Client, which shall include, but are not limited to, the following: (a) maintaining an inventory of computer hardware and software; (b) tracking computer lease and software licensing and maintenance agreements; (c) maintaining a log of internal office services performed, external services requested and work hours; (d) ensuring that the Client has and maintains a disaster recovery plan; (e) ensuring that the Client has the necessary computer equipment to function efficiently; (f) providing computer assistance and training to the Client staff; (g) providing advice, recommendations and oversight for computer information services; (h) providing advice to the Client staff regarding compliance with IT policies of the House; (i) coordinating schedules to ensure services are provided to meet the Client's needs and requirements; (j) notifying Client staff of any system problems, scheduled maintenance, upgrades and downtime; (k) notifying the House of any network problems; (l) maintaining local and network user accounts and permissions;

and (m) coordinating with the Maintenance Contractors and CMS Contractors during Congressional Transition activities.

8.3   Technical Responsibilities

The Systems Administration Contractor shall provide technical services to a Client, which shall include, but are not limited to, the following: (a) troubleshooting network, workstation and peripheral problems; (b) performing additional maintenance to update computer systems with the collaboration of the Maintenance Contractor as required; (c) performing daily, weekly and monthly file server backups; (d) performing quarterly verification of the integrity of the backup media (i.e., correct data is copied and restorable, and tape rotation is correctly executed); (e) installing software supported by the House, (f) supporting, installing and reassigning smartphones, tablet devices and other PDA-type devices; (g) adding, changing or deleting user profiles or configuration files on workstations and servers; (h) adding, changing or deleting user accounts; (i) addressing violations outlined in security audits performed by the House; (j) installing and maintaining anti-virus software of the House; (k) troubleshooting workstation operating systems and application problems suspected to be caused by a virus; (l) repairing damage caused by viruses and other malicious code, including coordinating the reimaging of workstations when deemed necessary; (m) coordinating resolution of software application configuration problems with the House, the CMS Contractor and/or the Maintenance Contractor; (n) supporting, installing and relocating office peripherals; (o) performing printer tests to identify printer hardware or software deficiencies; (p) creating bootable media (external hard drives or CDs) that will facilitate access to corrupted workstations; and (q) facilitating telecommunications arrangements among the Client, the Client's district offices and outside services.

9.0   Congressional Transition Services

The requirements listed in this Section 9.0 are subject to updates to the Committee on House Administration Congress Transition Policies. In the event that the provisions of this SOW conflict with the Committee on House Administration Congress Transition Policies, the provisions of the Committee on House Administration Congress Transition Policies shall govern solely to the extent of any such conflict.

9.1   Background

During the period of time between the election of Members of the House in November of an election year and their swearing-in ceremony in January of the subsequent year (a "**Congressional Transition**"), returning Members have the opportunity to move their current office suite in Washington, DC to a different suite location. Returning Members who move offices will require their computer equipment to be de-installed and re-installed. A move schedule will be prepared and published daily by the House.

Depending upon the overall number of moves, the schedule will be six (6) to eighteen (18) moves per day. Typically, six (6) offices are moved at 8:00 AM and six (6) offices are moved at 1:00 PM. However, if a larger than expected number of Members is elected, it is possible that a third moving time period of 4:00 PM would be required.

9.2   Responsibilities

If a CMS Contractor and/or Maintenance Contractor assists a Client in a move during the Congressional Transition, the Contractor may provide hardware and software support services to a Client, which shall include, but are not limited to, the following: (a) providing expertise, guidance and coordination in accordance with established policies of the House by acting as a single point of contact for computer-related services during a Congressional Transition; (b) accommodating schedules, which may include work on weekends and holidays; (c) preparing to support up to eighteen (18) moves per day; (d) coordinating with the House-provided schedule; (e) accommodating changes to the schedule and other reasonable tasks inadvertently omitted; (f) providing invoices according to the instruction of the House; (g) attending Congressional Transition meetings; (h) following all Congressional Transition procedures of the House that are established during Congressional Transition meetings (i.e., floor plans, move times, Move Coordinator information); and (i) cooperating with technology support requirements of the COR for an after-action review conducted by the COR.

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NOTE THAT THE FOLLOWING SECTIONS APPLY TO ALL THREE SERVICES
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10.0   Service Hours and Place of Performance

a. "Normal business hours" shall mean the hours between 8:00 AM and 6:00 PM (Eastern Time) on Mondays through Fridays, except holidays observed by the House. "After hours" shall mean the hours before 8:00 AM and after 6:00 PM (Eastern Time) on Mondays through Fridays, excluding holidays observed by the House. "Holiday or weekend hours" shall mean the hours on Saturdays, Sundays and holidays observed by the House. Other types of service hours and/or emergency service hours may be set forth by the Contractor. The Contractor must obtain written approval from the Client, or the applicable district office, prior to commencement of work performed after hours, or during holiday or weekend hours.

b. The Contractor shall furnish on-site service during normal business hours, unless otherwise agreed upon by the Contractor and a Client, and as specified in the Contractor's support plan.

11.0   Response and Resolution Times

Business hours are "normal business hours" as defined in Section 10.0 of this SOW. Other types of response and resolution times may be set forth by the Contractor. The Contractor shall, at a minimum, meet the applicable response and resolution times set forth in this Section 11.0. Employees and agents of the Contractor will be required to: (a) provide service to a Client upon notification of a service problem within the response times specified herein; (b) perform the work in a diligent manner; and (c) have the equipment or software ready for use and fully operational within specified timeframes. Software not on the Contractor's supported software list will not be subject to the resolution time requirements listed in this Section 11.0. The Contractor's supported software list shall be included with each support plan.

11.1   Services Conducted in Washington, DC

11.1.1 *Response Times*

Upon receiving a problem report from a Client, the Contractor shall provide, within the first hour, a telephone call, email or other communication back to the Client and determine if an on-site diagnosis is required. If an on-site diagnosis is necessary, a technician must arrive on-site within four (4) hours from the initial time of the originating Client's problem report, unless otherwise agreed upon by the Client and the Contractor.

11.1.2 *Resolution Times*

The Contractor shall deliver the parts or perform the services to restore the equipment or software to full operational status within twelve (12) hours. If equipment cannot be repaired within twelve (12) hours, the Contractor shall take action to provide replacement or loaner equipment of equal capability or functionality to the Client in order to meet the resolution time requirement. After notifying the Client that it is entitled to have its equipment or software up to full operational status within twelve (12) hours, the Contractor may request a written extension from a Client.

11.2   Services Conducted in District Offices

The Contractor may provide nationwide service and/or support to a Client.

11.2.1 *Response Times*

a. Upon receiving a problem report from a Client or one of its district offices, the Contractor shall provide, within the first hour, initial contact back to the Client or applicable district office.

b. Within four (4) hours from the initial time of the originating problem report from the Client or applicable district office, the Contractor will determine if an on-site diagnosis is required to resolve the problem. If an on-site diagnosis is required, a technician must arrive on-site within eight (8) hours from the initial time of the originating Client or

applicable district office problem report, unless otherwise agreed upon by the Client, or applicable district office, and the Contractor.

11.2.2 *Resolution Times*

The Contractor shall deliver the parts or perform the services to restore the equipment or software to full operational status within eighteen (18) hours. If equipment cannot be repaired within eighteen (18) hours, the Contractor shall take action to provide replacement or loaner equipment of equal capability or functionality to the Client or applicable district office in order to meet the resolution time requirement. After notifying the Client or applicable district office that it is entitled to have its equipment or software up to full operational status within eighteen (18) hours, the Contractor may request a written extension from a Client.

11.3   Summary of Contractor Response and Resolution Times

Action/Response Time	DC Office	District Office
Response Time	1 Hour	1 Hour
Determine if On-Site Visit is Necessary	1 Hour	4 Hours
Arrival On-Site Within	4 Hours	8 Hours
Resolution Time	12 Hours	18 Hours

12.0   Security Compliance

The Contractor and its officers, employees and agents, and all work provided to the Client or the House by the Contractor and its officers, employees and agents shall comply with all applicable policies and publications of the Security Office, including any updates thereto by the House during the term of the Contract.

13.0   Management of Contractor Personnel

The Contractor and its officers, employees and agents shall comply with all applicable policies and publications of the Security Office and the House. The Contractor and its officers, employees and agents must comply with the badge procedures outlined in all applicable policies and publications of the Security Office and the House.

14.0   Replacements, Additions and Removals

a. If parts are replaced on a like-for-like basis, the installed parts will become the property of the House and removed parts will become the property of the Contractor. The Contractor must remove all data from any data storage device removed as part of a like-for-like exchange and certify in a monthly report to the COR that the data has been removed from the data storage device. The Contractor must inform the House in writing

of any new serial numbers of replaced equipment within thirty (30) days of installation. The Contractor may not charge a Client any rental, restocking or other fees for replacement or loaner equipment.

b. Individual units and associated maintenance costs may be added or removed from a Contract with a Maintenance Contractor at any time at the discretion of the House and/or Client. The Contractor shall be responsible for working with a Client to monitor the addition and/or removal of units to or from the support plan with the Maintenance Contractor and for coordinating any resulting support plan cost changes.

15.0   Status Review Meetings and Reports

15.1   Meetings

The COR and authorized representatives of the Contractor shall meet at least once a month. Upon mutual agreement between the COR and the Contractor, such meetings will be either in-person or via conference call. Any meeting changes shall require notification to the Contractor and the COR. The purpose of such meetings will be to review status reports, performance results, and current or outstanding issues, and to provide information to the Contractor. If the COR requests a meeting with the Contractor, the Contractor must meet with the COR in a timely manner.

15.2   Reports

The Contractor shall provide monthly electronic reports to the COR, which must include the following information: (a) data destruction; (b) call center statistics (including (i) number of calls versus number of calls answered, (ii) first call resolution rates, (iii) abandonment rates, (iv) number of calls answered versus number of tickets logged (v) average time to answer, and (vi) breakdown of the top three (3) types of calls); (c) survey data; and (d) a current customer list clearly indicating service(s) provided to each and any recent changes (additions and removals).

16.0   Transfer Services

a. Transfer Services. Upon (i) the expiration or termination of any Client Work Order or associated Integrated Agreement, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide any reasonable cooperation requested by the House or the Client that may be required to facilitate the transfer of the affected Technology Services ("**Transfer Services**") to the House, the Client or a third-party service provider.

b. CMS Package Data. In the case of CMS Services, upon (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide a copy of the Client's data in accordance with the requirements set forth in the *House Information Resources CMS*

Data Interchange Standard for conversion to another CMS Package provided by a different Contractor of CMS Services. The Contractor must remediate any problems associated with the data conversion at no additional cost the House or the Client. The Contractor must provide a copy of the data from the CMS Package within five (5) business days from the date of the written request, expiration or termination.

c. <u>Maintenance Services and Systems Administration Services Data</u>. In the case of Maintenance Services and Systems Administration Services, upon (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must immediately provide a copy of any and all of the Client's password data. The Contractor must remediate any problems associated with the transfer of password data at no additional cost the House or the Client. The Contractor must provide a copy of such data within two (2) days from the date of the written request, expiration or termination.

d. <u>Transfer of Technology Services Software</u>. With respect to any Technology Services Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall license such Technology Services Software to the Client for use in the continued performance of the Technology Services at no cost to the Client or the House.

e. <u>Transfer of Third Party Software</u>. With respect to Third Party Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall, on the request of the House, assign its licenses of such Third Party Software to the Client, provided that: (i) the Contractor shall have the right to assign such licenses; and (ii) the Client shall assume all future contractual responsibility and liability under such licenses, including payment of future license fees, maintenance fees and other charges. In connection with any license transfer under the Contract, the Contractor shall pay any fees associated with the transfer of such license, unless otherwise set forth in a Client Work Order.

f. <u>Continuation of Technology Services</u>. The Contractor acknowledges that the provision of Technology Services is critical to the business and operations of the Client. Accordingly, in the event of (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract; (iii) a request for Transfer Services, or (iv) a fee dispute between the Client and the Contractor pursuant to which the Client in good faith believes it is entitled to delay or deny payment of the disputed amount or for which either party in good faith believes payment is due: (A) the Client shall continue to pay the Contractor undisputed amounts; and (B) the Contractor shall continue to make the Client's Technology Service(s) available until the Client is able to replace the Technology Service(s) provided by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order.

17.0   Standards

a. <u>General</u>. The Contractor and its officers, employees and agents, and all Work Product provided to the Client or the House by the Contractor and its officers, employees and agents shall comply with the following standards and requirements, as updated from time to time during the term of the Contract, including but not limited to:

  i. rules and regulations of the House and the *House Ethics Manual*;

  ii. the *Members' Congressional Handbook* and the *Committees' Congressional Handbook* (whichever may be applicable);

  iii. the Committee on House Administration Congress Transition Policies;

  iv. the *Technology Support Policy on Significant Changes*;

  v. the applicable standards listed in the SOW (including the service hours and place of performance standards set forth in <u>Section 10.0</u> and the response and resolution times set forth in <u>Section 11.0</u>);

  vi. the *United States House of Representatives Standards for New Purchases of Computer-Related Equipment*; and

  vii. any applicable policies, publications, checklists or standards issued by the Security Office.

b. <u>Additional Standards for CMS Contractors</u>. If the Contractor is providing CMS Services, the Contractor and its officers, employees and agents, and all Work Product provided to the Client and the House shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:

  i. the House's correspondence management system evaluation process documents (*CMS Full Evaluation Process*, *CMS Partial Evaluation Process* and *CMS In-Office Evaluation Process*);

  ii. the *House XML Tag Set*;

  iii. the *Basic and Advanced Features for House Correspondence Management Systems*; and

  iv. the *House Information Resources CMS Data Interchange Standard*.

c. <u>Additional Standards for Maintenance Contractors</u>. If the Contractor is providing Maintenance Services, all Work Product provided by the Contractor and its officers, employees and agents shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:

    i. the *United States House of Representatives Minimum Standards for Supported Equipment*; and

   ii. the *United States House of Representatives Supported Software List*.

d. <u>Additional Standards for Systems Administration Services Contractors</u>. If the Contractor is providing Systems Administration Services, all Work Product provided by the Contractor and its officers, employees and agents shall comply with the following standards, as updated from time to time during the terms of the Contract, including but not limited to:

    i. the *United States House of Representatives Minimum Standards for Supported Equipment*;

   ii. the *United States House of Representatives Supported Software List*; and

  iii. the *United States House of Representatives Information Security Policy for Wireless Handheld Devices (HISPOL 008.0)*.

e. <u>Changes in Standards Issued by the House</u>. The House shall provide reasonable notice to the Contractor of changes in the standards that are issued by the House listed in this <u>Section 17.0</u>, except for changes the House's Information Security Officer must make in exigent circumstances. Changes in the standards that are issued by the House listed in this <u>Section 17.0</u> will take effect immediately or as they themselves provide. Changes the House's Information Security Officer must make in exigent circumstances shall take effect immediately and the House shall provide reasonable notice to the Contractor of those changes after they take effect.

18.0   Significant Changes

The Contractor and the House must comply with the *Technology Support Policy on Significant Changes*, including any updates thereto by the House, during the term of the Contract. No Significant Change may be implemented without prior written notification to and prior written approval from the House. The Contractor acknowledges and understands that upon notification to and approval from the House of any Significant Change, the Contractor may be required, at the sole discretion of the House, to enter into an amendment or modification with the House to modify the Contract to reflect such change before the Significant Change can be implemented.

TABLE OF CONTENTS

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1   SECTION B - PRICING MATRIX

See Attachment J.1 - Pricing Matrix

The Contractor shall provide the following services (Technology Services) to the Client in accordance with this Contract (the Contractor must check all that apply):

a.   □ Correspondence Management Systems Services
b.   □ Maintenance Services
c.   □ Systems Administration Services

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1   STATEMENT OF WORK

See Attachment J.3 - Statement of Work

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.

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 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.

d.   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.

e.   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.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1   PERIOD OF PERFORMANCE   MAY 2012

Contract period of performance shall be from award through January 2, 2015, plus one option period of two years, if exercised.

After initial award, the solicitation will remain open for subsequent submission of CMS packages for testing and evaluation and, upon approval, a proposal to provide the respective service for the duration of the then-current Contract period and any available extension as provided in the solicitation. The solicitation will also remain open for the submission of proposals to provide Maintenance and/or Systems Administration services for the duration of the then-current Contract period and any available extension as provided in the solicitation.

The term of this Contract shall commence as of the Effective Date and end on the last day of the 113th Congress, unless and until terminated or extended in accordance with the provisions hereof.

F.2   HC.6.003   OPTION TO EXTEND THE TERM OF THE CONTRACT   MAY 2001

The House may unilaterally extend the term of this Contract up to one (1) time for a period of 24 months. Preliminary written notice to the Contractor of the House's intention to exercise this option will be at least 30 days before the Contract expires. The preliminary notice does not commit the House to an extension. The House and the Contractor may mutually agree to further extension(s).

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:

      i.   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;
      ii.   That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
      iii. Of the cause(s) relied upon for imposing suspension;
      iv.   Of the extent and effect of the suspension; and
      v.   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.

    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:

        i.   That debarment is being considered;
        ii.   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;
        iii. Of the cause(s) relied upon for proposing debarment;
        iv.   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;
        v.   Of the effect of the issuance of the notice of proposed debarment; and
        vi.   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   LIQUIDATED AND PERFORMANCE DAMAGES   MAY 2012

a. General. If the Contractor fails to comply with this Contract or Client Work Order, or 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 this Section, accruing until the time the House may reasonably obtain delivery or performance of similar services.

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

c. Other Payments. The House and the Client may delay or deny requests or directives for payments to the Contractor for (i) installation of a CMS Package, (ii) the delivery of or support of a workstation or server, (iii) installation of Software, or (iv) any Significant Change, if the Work Product has not successfully passed an audit pursuant to this Contract. If the Contractor fails to comply with this Contract or a Client Work Order, the House or the Client may, in addition to any other remedies specified in this Contract, or available under applicable law, delay or deny payment.

d. Certain Uncontrollable Events. Notwithstanding any of the foregoing statements in this section, a party shall not be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control and without fault or negligence of the Contractor (but excluding delays caused by employees, agents of subcontractors of the Contractor), including a lapse in funding of appropriations for the House.

F.6   HC.6.010   PLACE OF PERFORMANCE   JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C., and House District Offices.

F.7   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
    b.   Martin Luther King, Jr. 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.8   TERMINATION   MAY 2012

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 Contract, 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, SecurIDs, Active Directory accounts, House data, etc., issued/provided 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 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.

e. Automatic Termination of Client Work Orders and Integrated Agreements. Any and all Client Work Orders and Integrated Agreements shall automatically terminate without notice upon: (i) the termination of this Contract; or (ii) the completion of each term of Congress, unless otherwise superseded by the procedures set forth in the Committee on House Administration Congress Transition Policies.

f. Termination by Client of Client Work Order. The Client may terminate a Client Work Order at any time in the discretion of the Client with written notice to the Contractor and the CO. It is recommended for Clients to terminate (i) CMS Services with thirty (30) days' prior written notice to the Contractor and the CO, and (ii) Maintenance Services and/or Systems Administration Services with fifteen (15) days' prior written notice to the Contractor and the CO. In the event of a termination, the Contractor (A) 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; and (B) shall promptly deliver to the Client all relevant Work Product (as defined in the Statement of Work) that exists on the effective termination date.

g. Automatic Expiration of Integrated Agreements upon Completion of Technology Services. The Client Work Order shall automatically expire upon completion of the Technology Services (as determined by the Client or the CO) set forth in each Client Work Order.

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 subcontractors) 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.

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) 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   APRIL 2012

a.   Contracting Officer:

> 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 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. The CO may delegate certain responsibilities to authorized representatives.

b.   Contracting Officer's Representative (COR):

> AS DESIGNATED BY THE CO.

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 may 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):

AS DESIGNATED BY THE CO.

The Contract Administrator (Contract Specialist) 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, Mailing Address, Phone Number, Fax Number, E-mail Address.

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.

d. **Notices.** Unless otherwise specified in this Contract, any notices in connection with this Contract may be given by either party to the other by personal delivery, e-mail or facsimile. Notices will be deemed communicated as of actual receipt. A party may change its name, e-mail, phone or facsimile by giving written notice thereof to the other party in conformity with the foregoing.

If to the Contractor:	**If to the CAO:**
Name: _____	Name: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
Facsimile: _____	Facsimile: _____

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 an on-site manager and 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.

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 (or subsequent replacement). The CO will notify the Contractor, after receipt of all required information (including resumes of substitutes), 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   FEBRUARY 2005
                      CONTRACT PERFORMANCE

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   INVOICES   MAY 2012

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, unless otherwise required by the Statement of Work, shall minimally include:

    1) Contractor Name, Address, and Phone Number
    2) Name of Contractor Point of Contact
    3) House Contract Number
    4) Task/Delivery/Work Order Number and Client Office Name (as appropriate)
    5) Invoice Number and Invoice Date
    6) 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:

1) Contract Line Item Number (CLIN)
2) Period of Performance
3) Brief Description of Item; Service Provided: Quantity Delivered; Unit Price; Extended Price
4) Total Price of all deliverables contained on Invoice
5) 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. The Client shall pay the Contractor all fees in accordance with the applicable Client Work Order and the Contract. The Contractor shall not (i) bill the Client or hold the Client liable for any charges or expenses other than those stated and expressly authorized in this Contract or a Client Work Order, or (ii) request payment for Technology Services not yet rendered to the Client. Notwithstanding the applicable provisions in the Statement of Work, the Contractor may request advance payments for software licenses and maintenance fees. The Contractor may request advance payments for CMS Services one (1) month in advance. Such advance payments must comply with the requirements set forth in the *Members' Congressional Handbook* and the *Committees' Congressional Handbook*. Advance payments are not permitted for custom services. If the Contractor (A) is not in compliance with this Contract and the applicable Client Work Order, and/or (B) does not have "Good Standing Status" as referenced in the Statement of Work, the CAO or the Client may delay or deny a request for payment for Technology Services until the applicable issue is remedied.

h. No invoices for non-recurring payments will be paid unless fully executed copies of this Contract, the applicable Client Work Order and, if applicable, any executed Addenda to the Client Work Order have been submitted by the Contractor to the CAO.

i. Vouchers, purchase orders and purchase cards shall be vehicles used by the CAO and the Client to process payments to the Contractor for the Technology Services. At the discretion of the CAO, the Contractor may participate in consolidated billing or recurring payment arrangements. Recurring payments will only be made for amounts that are fixed at the time of purchase. Any consolidated billing information provided by the Contractor shall include the invoice number, if applicable, the Client Work Order number and the name of the Client associated with the Client Work Order. The Contractor shall not request any other vehicles for the CAO and the Client to process payments other than by the vehicles specified in this 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. Interim monthly (between quarterly) meetings may be via teleconference by mutual agreement. The purpose of the meetings 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   PERFORMANCE MEASUREMENTS   APRIL 2012

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.

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.

G.13 AUDITS APRIL 2012

a. <u>Compliance with Audits by the CAO</u>. The Contractor shall comply and cooperate with any and all audits performed by the CAO, which may occur at any time. The Contractor acknowledges and understands that passing an audit will not guarantee passage of future audits.

   1) <u>Findings of Non-Compliance</u>. If an audit performed by the CAO indicates that the Work Product is noncompliant with any requirement specified or referred to in this Contract, the Contractor must cure such noncompliant Work Product at no additional cost to the CAO or to the Client. The non-compliance must be cured within ten (10) Business Days from the date the Contractor is notified by the CAO (Non-compliance Date). In instances when the Contractor requires more time to cure noncompliant Work Product, the Contractor may submit a written request to the CAO for an extension, which extension shall be at the sole discretion of the CAO.

   2) <u>Failure to Maintain Good Standing Status</u>. If the Contractor fails to cure the noncompliant Work Product within ten (10) Business Days from the Non-compliance Date, or an extended timeframe agreed upon by the Contractor and the CAO, the Contractor shall be deemed not to have "Good Standing Status" under this Contract. Until the CAO determines that the Contractor has cured such noncompliant Work Product and has given notice to the Contractor that it has "Good Standing Status," the CAO and the Client may delay or deny any payments for such noncompliant Work Product, unless such non-compliance was due to a change in the standards in the Statement of Work that occurred after the Contractor completed the Work Product.

b. <u>Compliance with Other Audits</u>. The Contractor shall comply and cooperate with any and all audits performed by the House, the Inspector General of the House and any other entity.

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   IDENTIFICATION BADGES   MAY 2012

a. <u>Access</u>. If unescorted access is required outside of normal public building visitor hours, or as determined by the COR, new Contractor employees and subcontractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee enters on duty. Public building visitor hours are Monday to Friday 7 am to 7 pm, and Saturday 7 am to 1 pm, excluding Federal holidays. House identification badges will not be issued to a Contractor employee or subcontractor employee unless the Capitol Police forms for a background check (CP-491 or equal) are submitted and approved.

b. <u>Return Policy</u>. Contractor shall ensure that each Contractor employee and subcontractor employee surrenders his or her House identification/access pass to the COR upon termination of employment or when that employee's performance is no longer required under this Contract. Failure of Contractor, Contractor employee or subcontractor employee to comply with this obligation will result in a fee of $100 per week per pass to be paid by Contractor.

c. <u>Final Payment</u>. Final payment will not be made under this Contract until all House identification/access passes that were issued under this Contract have been returned or properly accounted for with the CAO Human Resources Department.

H.3   PROSPECTIVE EMPLOYEE BACKGROUND CHECK   MAY 2012

a. <u>General</u>. The U.S. Capitol Police will screen all Contractor employees and subcontractor employees working on this Contract who have access to House facilities or House Sensitive Information in the performance of this Contract. The Contracting Officer's Representative ("COR") will provide Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this Contract. Forms for each Contractor employee and subcontractor employee working on this Contract must be submitted prior to the commencement of work.

b. <u>Fingerprinting</u>. Prior to working on this Contract, each Contractor employee and subcontractor employee working on this Contract who have access to House facilities or House Sensitive Information in the performance of this Contract, shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources Department, which will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer's request, any employee or subcontractor employee deemed unsuitable or unfit by the Capitol Police from work under this Contract.

c. <u>Frequency</u>. All Contractor employees and subcontractor employees working on this Contract who have access to House facilities or House Sensitive Information are required to be cleared by the Capitol Police every three (3) years. Additional background checks may be conducted on Contractor employees and subcontractor employees at any time as 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   ADVERTISING/PROMOTIONAL MATERIALS   MAY 2012

a. The Contractor, by signing the Contract, agrees to submit any proposed advertising, promotional copy connected in any manner with this Contract and/or the House or Capitol to the Contracting Officer for approval. No news releases, press conferences or advertisements issued by the Contractor pertaining to this Contract or mention of the House as a customer shall be made without prior written approval of the CO. This restriction applies to ALL media including corporate and social web sites.

b. The Contractor shall not use the House seal under any circumstances whatsoever in any of its materials.

H.6   NON-DISCLOSURE AGREEMENT   APRIL 2012

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 a "Non-Disclosure Agreement (Technology Services)," (see Attachment J.2). The form(s) must be completed prior to commencing work. The Non-Disclosure Agreement 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   DATA OWNERSHIP/TRANSFER/ACCESS   LWP G 2012

a. <u>Client Data</u>. "Client Data" means all Client data stored, processed or accessed by the Contractor in connection with the provision of Technology Services to the Client. All Client Data is and shall remain the property of the Client and shall be deemed Confidential Information of the Client. Except with the prior written consent of the Client, Client Data shall not be (i) used by the Contractor other than in connection with providing Technology Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by the Contractor, (iii) commercially exploited by or on behalf of the Contractor, or (iv) allowed by the Contractor to be used or disclosed for any such purpose by third parties. Upon the termination of this Contract, or upon the request of the Client, the Contractor shall (A) at the Client's expense, promptly return to the Client, in the format and on the media requested by the Client, all Client Data, and (B) erase or destroy all Client Data in the Contractor's possession. Parties 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.

b. <u>Work Product</u>. Except as provided in the Contract, the Client shall be the exclusive owner of all right, title and interest in and to the Work Product, gzenqfkpi Eqpvcevq Customizations, together with all related documentation and all intellectual property rights therein, and the Contractor hereby assigns to the Client all right, title and interest therein. Nothing herein shall be construed as '''''granting the Contractor any rights in any of the foregoing, other than as expressly provided in a Client Work

Order. The Contractor shall, at the request of the Client, perform any acts that the Client may reasonably deem necessary or desirable to evidence or confirm the Client's ownership interest in the Work Product, and intellectual property rights therein.

c. <u>Contractor Ownership</u>. The Contractor shall be the exclusive owner of all right, title and interest in and to all (i) Technology Services Software, and (ii) Contractor Customizations, together with all related documentation and intellectual property rights therein.

d. <u>Pre-Existing Rights License</u>. The Contractor hereby grants to the Client and the House an irrevocable, non-exclusive, worldwide, royalty-free license under all of the Contractor Pre-Existing Rights (as defined in the Statement of Work) included in the Work Product, to prepare, compile, install, make, use, execute, or access the Contractor Pre-Existing Rights in connection with the use and operation of the Work Product, but excluding Contractor Customizations. The license granted hereunder to the House and the Client shall end upon (i) the termination or expiration of the Client Work Order or associated Integrated Agreement, and/or (ii) if the House or the Client requests Transfer Services from the Contractor, the completion of the Transfer Services, as determined by the House or the Client. The license granted hereunder shall include the right of the Client to grant to third parties engaged by the Client the right to access and/or interface the Contractor Pre-Existing Rights, provided that such third parties use the Contractor Pre-Existing Rights solely in connection with the use of the Work Product. Unless otherwise specified in any Client Work Order, <u>the Contractor shall own all right, title</u> and interest in and to all Contractor Pre-Existing Rights.

H.8 INFORMATION SECURITY MAY 2012

a. Compliance. All Contractor software, hardware, and personnel that interface with House offices (including Leadership, Member, <u>Committee,</u> Officer and subordinate offices, such as House Information Resources ("HIR")) are subject to and shall comply with the rules, regulations, and sanctions outlined in House Information Security Policies ("HISPOLS"), House Information Security Publications ("HISPUBS") and House Information Security Standards.

b. System Servers. All system servers of Contractor and its subcontractors must receive security certification from the Information <u>Systems Security</u> Office prior to integration within the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Information Systems Security Office.

c. House Sensitive Information. Contractor, its employees, and subcontractors must not disclose any "House Sensitive Information" <u>obtained under this Contract.</u> As used herein, and subject to the specific exclusions below, "House Sensitive Information" means (i) all information related to this Contract, the CAO, the Client and the House, (ii) all information collected, stored, processed, or otherwise accessed by Contractor in performing this Contract, (iii) all other information that is of such nature that a reasonable person would understand such information to be House Sensitive Information to the CAO or the House. House Sensitive Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, or (C) required to be disclosed under applicable law, in which case Contractor shall give prompt notice to the Contracting Officer of such a disclosure.

d. Return of House Sensitive Information. Upon the request of the Client or the CAO, or in any event promptly upon the termination <u>of this Contract and/or, as applicable, t</u>he expiration or termination of a Client Work Order, all House Sensitive Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the Client or the CAO, destroyed, and the Contractor shall certify that it does not retain such House Sensitive Information.

e. Non-Disclosure Agreement. Contractor employees and subcontractor employees with access to House Sensitive Information <u>shall sign a "Non-Disclosur</u>e Agreement" (available on www.house.gov) prior to the commencement of work under this Contract.

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 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.

1) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.

2) For equipment that has not been covered under a maintenance agreement/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 as may otherwise be negotiated under this Contract. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

H.10 COMPLIANCE WITH EMERGENCY PROCEDURES MAY 2012

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

H.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. Travel of local (Washington, DC area) Contractors to District Offices shall be reimbursed only if approved in advance in writing and in accordance with Federal Travel Regulations.

H.12 CONTRACT TYPE - IDIQ APRIL 2012

This is an Indefinite Delivery/Indefinite Quantity Contract, applying established fixed rates for services on individual work orders to be issued. Work Orders issued will be Time and Material or Firm Fixed Price. See Client Work form attachment J.10

H.13 NON-WAIVER AND SEVERABILITY APRIL 2012

The failure by one party to require performance of any provisions shall not affect the party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default of a waiver of the provision itself. If any term or other provision of this Contract or associated Client Work Orders is invalid, illegal or incapable of being enforced by any rule of law or public policy, such term or provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Contract or associated Client Work Orders.

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   GOVERNING LAW AND VENUE   APRIL 2012

This Contract shall be governed by and construed in accordance with the rules and regulations of the House and all applicable statutes regarding performance and any dispute arising therefrom. The parties hereby consent to the exclusive jurisdiction of the Federal courts located in the District of Columbia, and expressly waive any objections or defenses based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to this Contract.

I.3   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.4   AVAILABILITY OF FUNDS   MAY 2012

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the House arises before the funds are made available to the designated Contracting Officer of the Office of the Chief Administrative Officer of the House through an Appropriations Act for House operations.

I.5   ORDER OF PRECEDENCE   MAY 2012

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (a) Statement of Work; (b) Client Work Order; and (c) other provisions of this Contract, whether incorporated by reference or otherwise.

I.6   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 agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by Contractor, shall become a part hereof without further reference thereto. 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.7   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.

I.8   INDEMNIFICATION   APRIL 2012

The Contractor agrees to indemnify and hold harmless the CAO, the Client, the House, and the officers, employees and agents of the CAO, the Client and the House, from and against any and all lawsuits, claims, damages, losses, liabilities and expenses, including court costs and reasonable fees and expenses of attorneys and other professionals (collectively, "**Losses**"), including any Losses arising out of or resulting from: (a) any third party claim against the CAO and/or the Client and/or the House for patent, copyright, trademark or other intellectual property right infringement; (b) any action by a third party that is based on any negligent act or omission or willful conduct of the Contractor or officers, employees or agents of the Contractor and which results in (i) any bodily injury, sickness, disease or death, (ii) any injury or destruction to tangible or intangible property, or (iii) any violation of any statute, ordinance or regulation; and (c) any breach or alleged breach by the Contractor of this Contract.

I.9   HC.9.011   LIABILITY OF THE CONTRACTOR   JUNE 2002

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.

The Contractor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under this   Contract without the prior written consent of the CAO and the Client, and any such assignment shall be void. Without limiting the foregoing sentence, the Contractor shall provide thirty (30) days' prior written notice to the Client and the CAO in the event of any sale to a third party of (a) all or substantially all of the assets of the Contractor or its successors or assigns, or (b) sufficient stock of the Contractor to its successors to effect a change in control of the Contractor or its successors or assigns.

I.10   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.11   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 written 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 of goods or provision of services 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 and notwithstanding the House's act of accepting or paying for any shipment, services or similar act of the House.

I.12   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.13   BUY AMERICAN   MAY 2012

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

a.   As used in this clause and the clause of this solicitation entitled "Buy American Act Certification," the following definitions apply:

   i.   "Component" means an article, material or supply incorporated directly into an end product.

ii. "Cost of components" means: (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described item a(ii)(1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means: (1) an unmanufactured end product mined or produced in the United States; or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected and prepared for processing in the United States is considered domestic.

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

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

b. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

I.14   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.

I.15   EMPLOYMENT ELIGIBILITY VERIFICATION   APRIL 2012

a. *Definitions.* As used in this clause:

"Employee assigned to the Contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a Contract if the employee:
1) Normally performs support work, such as indirect or overhead functions; and
2) Does not perform any substantial duties applicable to the Contract.

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

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

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

b. *Enrollment and verification requirements.*

1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of Contract award, the Contractor shall

   a) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of Contract award;
   b) *Verify all new employees*. Within 60 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within 3 business days after the date of hire; and
   c) *Verify employees assigned to the Contract*. For each employee assigned to the Contract, initiate verification within 60 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the Contract, whichever date is later.

2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of Contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:

   a) *All new employees*.
      i. *Enrolled 60 calendar days or more*. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within 3 business days after the date of hire; or
      ii. *Enrolled less than 60 calendar days*. Within 60 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within 3 business days after the date of hire; or
   b) *Employees assigned to the Contract*. For each employee assigned to the Contract, the Contractor shall initiate verification within 60 calendar days after date of Contract award or within 30 days after assignment to the Contract, whichever date is later.

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

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

d. *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:

   1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program; or
   2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual.

e. *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that the Contractor enters into for the performance of this Contract.

I.16   ENTIRE AGREEMENT   APRIL 2012

a. This Contract constitutes the entire Contract and understanding of the parties and supersedes all previous versions of this Contract, prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The parties acknowledge and agree that each Integrated Agreement (as defined in the Statement of Work) shall constitute a separate agreement among the parties and the applicable Client. No amendment, change or modification to this Contract shall be effective or enforceable unless it is in writing and signed by the House and the Contractor.

b. Provisions in this Contract regarding payment, termination, limitations of liability, confidentiality, severability and waivers, and any other provision that by its nature should survive, shall survive upon expiration or termination of this Contract.

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

J.1   LIST OF ATTACHMENTS

J.1 Pricing Matrix (5-8-12)
J.2 Non-Disclosure Agreement - Technology Services (1-27-12)
J.3 Statement of Work (5-17-2012) (Revised 6-29-2012)
J.4 Minimum Standards for Supported Equipment (October 2011)
J.5 Supported Software List (October 2011)
J.6 Technology Support Policy on Significant Changes (V1.1 2/13/12)
J.7 Standards for New Purchases of Computer-Related Equipment (October 2011)
J.8 Ford Data Center Request Form (Undated)
J.9 Data Center Memorandum of Understanding (July 12-2011)
J.10 Client Work Order - Technology Services (5-17-12)
J.11 Technology Support Policy for Management of Vendor Access to House Resources v1.2 5-9-12
J.12 Index of Supplemental Documents Incorporated by Reference, available upon request and submission of Non-Disclosure
Agreement:
     A. Basic and Advanced Features for House Correspondence Management Systems
     B. CMS Full Evaluation Process
     C. CMS Partial Evaluation Process
     D. CMS In-Office Evaluation Process
     E. House Information Resources CMS Data Interchange Standard
     F. House XML Tag Set
     G. House Information Security Policies and Publications (HISPOLs)
     H Committee on House Administration Transition Policies
J.13 Index of Supplemental Documents Incorporated by Reference, available on House Web site: www.house.gov.
     A. Rules of the House of Representatives
     B. House Ethics Manual
     C. Members' Congressional Handbook
     D. Committees' Congressional Handbook

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-

        a) 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
        b) 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:

        a) Company legal business;
        b) Tradestyle, doing business, or other name by which your entity is commonly recognized;
        c) Company Physical Street Address, City, State, and ZIP Code;
        d) Company Mailing Address, City, State and ZIP Code (if separate from physical);
        e) Company Telephone Number;
        f) Date the company was started;
        g) Number of employees at your location;
        h) Chief executive officer/key manager;
        i) Line of business (industry); and
        j) 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, 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;
    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.

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 debarment 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 provided that the House makes the award of the Contract within one hundred twenty (120) calendar days after receipt of the offer.

K.7   HC.11.017   AUTHORIZED COMPANY OFFICIALS   AUGUST 2002

The Offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this solicitation. Please provide the following information in table format on each individual:

Name   **Title**   **Telephone Number**   **E-mail Address**

K.8   BUY AMERICAN ACT CERTIFICATION   MAY 2012

a.   This clause applies only if the clause entitled "Buy American," is included in this solicitation.

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

c.   Foreign End Products:

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

K.9   HC.11.019   SIGNATURE   AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

_____   _____
                    NAME OF OFFEROR   DATE

_____
                    SIGNATURE OF PERSON
                    AUTHORIZED TO SIGN

_____
                    PRINTED NAME OF PERSON
                    AUTHORIZED TO SIGN

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1   CONTENT OF PROPOSALS   MAY 2012

The House requires Technology Services in the areas of correspondence management systems and maintenance (Service/Task 1), computer equipment maintenance (Service/Task 2), and systems administration (Service/Task 3) for all Members, Committees, Leadership (MCL) and other offices of the House. This work requires Contractors who have demonstrated experience performing similar work on a comparable scale.

Each proposal 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 process will parallel the order specified in the solicitation. Excessively lengthy or overly extravagant proposals should be avoided. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from consideration. Contractors whose products or capabilities are misrepresented during the solicitation phase, who are subsequently awarded a Contract, shall be subject to the penalty provisions of the Contract.

Legibility, clarity, simplicity, 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 propose for accomplishing these requirements. All of the requirements specified in the RFP are mandatory, however you may offer to provide one or more of the three Services/Tasks. 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 solicitation; the proposal should be in your own words consistent with the following format.

Tab 1 - The Contractor shall insert Section A of this solicitation with all required/applicable blocks completed, including Acknowledgement of Amendments as applicable.

Tab 2 - Representations, Certifications and Other Statements of Offerors. The Contractor shall insert Section K completed in its entirety, including financial information as may be required in the absence of requested DUNS number. The requirement for financial information is waived for firms with current House Contracts for services/tasks within the scope of this solicitation.

Tab 3 - Executive Summary. The Executive Summary shall identify the Technology Service being proposed by the Contractor and a summary of the Contractor's experience in providing the service to the same or similar clients. The Executive Summary shall include for each Service/Task offered, a draft of marketing information, including all prices, to be posted to HouseNet (upon award) for Member, Committee, Leadership and other office review and consideration. Simplicity and brevity are very important.

Tab 4 - Technical Approach. The Contractor shall include plans and procedures, including escalation process, proposed to accomplish the Work defined in Section C.

a.   CMS Services. The Contractor shall identify system architecture, environment (hosted/non-hosted), technical tools necessary for managing the software, and change/configuration management processes. See additional requirements in Section 6.0 in the Statement of Work.

b.   Maintenance Services and Systems Administration Services. The Contractor shall identify change/configuration management processes, technical and management tools necessary for hardware and software maintenance.

Tab 5 - Management Approach. The Contractor shall describe the overall approach and organizational support structure in providing services in accordance with specifications herein. The narrative should propose a staffing plan and discuss the Contractor's approach to meeting the requirements called for in the SOW. The Contractor should identify industry Best Practices they propose to implement and discuss opportunities for working as partners with the House to improve the House environment.

Tab 6 - Price Schedules. The Contractor shall complete Schedule B and submit pricing for each Service offered. The Contractor shall clearly state the basis for the pricing.

Tab 7 - Corporate Capabilities and Past Performance.

a.   The Contractor shall provide (i) a summary of Contractor's organization, (ii) the legal name of the firm, (iii) organizational chart showing the chain of command of supervision and management staff, (iv) proposed Contractor team and qualifications, and (v) certifications held by each team member. The Contractor shall clearly identify which personnel are designated as "Key Personnel"

under the Contract and provide resumes for each individual. Resumes are limited to four (4) pages each. The Contractor shall provide evidence of pertinent experience and qualifications in conducting similar services as stated in the solicitation.

b.   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. The Evaluation Team, at their discretion, may contact these references, or others, to verify provided information or obtain additional information to aid in assessing capabilities and previous performance. This requirement for references may be waived for firms with current House Contracts for Services within the scope of this solicitation.

Tab 8 - Questions regarding the solicitation and any attached or referenced documents.

Note: The following information is not required for current Contractors providing Technology Services under a Contract issued by the CAO on behalf of the House: (a) financial documentation; (b) references; and (c) past performance.

L.2   SUBMISSIONS   MAY 2012

Proposals are due by **2:00 p.m. EST July 5, 2012** 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.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 proposal shall be sealed in a suitable container, and all containers shall clearly identify the name of the firm and address and the solicitation number. The electronic version shall be emailed to the Contract Administrator (Contract Specialist), jim.caskey@mail.house.gov. The subject line of the email message shall be House Technology Services. All Tabs (1-8 above) shall be separate files within one email. 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 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 by express carrier not later than the due date.

Questions concerning this RFP must be submitted in writing. The deadline for receipt of all questions is **2:00 p.m. June 5, 2012**. Questions must be submitted via email to jim.caskey@mail.house.gov. Questions should reference and be in order of the pertinent Clause, SOW, or Attachment. Questions and answers will be published in an amendment to the solicitation.

A pre-proposal conference will be held on **June 19, 2012**, from **10:00 a.m. to noon** EST. Registration for participation in the pre-proposal conference is required by submitting an e-mail to jim.caskey@mail.house.gov with the name, title, phone number, and email address of the participants. There is a limit of three individuals per Contractor. Upon registration, you will be provided with details of the location for the conference.

L.3   SUBSEQUENT SUBMISSIONS   MAY 2012

Submissions received after the closing date specified in Section A will not be considered for initial award. After initial award, the solicitation will remain open for subsequent submission of CMS packages for testing and evaluation and, upon approval, a proposal to provide the respective service for the duration of the then-current Contract period and any available extension as provided in the solicitation. The solicitation will also remain open for the submission of proposals to provide Maintenance Services and/or Systems Administration Services for the duration of the then-current Contract period and any available extension as provided in the solicitation.

L.4   HC.12.007   ACKNOWLEDGEMENT OF AMENDMENTS TO   JULY 2001
                       SOLICITATIONS

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

a.   by signing and returning the amendment,

b.   by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer (preferred); or

c.   by letter or telegram if authorized, The Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

L.5   RESTRICTION ON DISCLOSURE AND USE OF DATA   MAY 2012

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

a.   Mark the title page with the following legend:

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

b.   Mark each sheet of data to be restricted with the following legend:

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

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1   EVALUATION FACTORS FOR AWARD   MAY 2012

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

Technical Approach. The Contractor shall demonstrate a clear understanding of the Statement of Work and include plans and procedures proposed to accomplish the Work defined in Section C.

a. CMS Services. The Contractor shall identify system architecture, environment (hosted/non-hosted), technical tools necessary for managing the software, and change/configuration management processes. See additional requirements in Section 6.0 in the Statement of Work.

b. Maintenance Services and Systems Administration Services. The Contractor shall identify change/configuration management processes, technical and management tools necessary for hardware and software maintenance.

Management Approach. The Contractor shall describe the overall approach and organizational support structure in providing services in accordance with specifications herein. The narrative should propose a staffing plan and discuss the Contractor's approach to meeting the requirements called for in the SOW. The Contractor should identify industry Best Practices they propose to implement and discuss opportunities for working as partners with the House to improve the House environment. The evaluation of Management Approach shall include an assessment of:

a.   Ability to respond to changing workload requirements and schedules
b.   Overall approach to provide offered services and support
c.   Clear and simple marketing documents
d.   Escalation process and problem resolution
e.   Effective reporting
f.   Ability to perform the tasks as stated in the SOW

Corporate Capabilities and Past Performance

a.   Contractor's organization
b.   Supervisory and management staff
c.   Contractor's team and qualifications
d.   Training and certifications
e.   Key personnel
f.   Experience and qualifications
g.   Demonstrated financial stability
h.   Evidence that the Contractor has provided similar services for other clients
i.   Capability to complete projects on time and within budget

References

a.   Satisfaction of former clients and overall quality of services represented by the projects described

Note: The following information is not required for current Contractors providing Technology Services under a Contract issued by the CAO on behalf of the House: (a) financial documentation; (b) references; and (c) past performance.

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.

a. Risk 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.

b. 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. Pricing should reflect the level of effort for the services provided.

M.2   HC.13.002   CONTRACT AWARD   MAY 2012

a. The House intends to award multiple Contracts resulting from this solicitation to the responsible Offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award."

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.

c. The House prefers to evaluate proposals and to award Contracts without discussion. Therefore, each initial offer should contain the Offeror's best terms. However, the House reserves the right and is fully prepared to conduct discussions to obtain the most beneficial provision of required services on behalf of Members and other offices.