

2. CONTRACT NUMBER	3. SOLICITATION NUMBER OPR13000005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/01/2012	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY CAO Acquisitions & Contract Management 358 Ford HOB Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2214 ext.	CODE ACM	8. ADDRESS OFFER TO (If other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 2:00 PM local time 11/30/2012  
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Toinetta Bridgeforth	B. TELEPHONE (NO COLLECT CALLS) 202      AREA CODE NUMBER 226-1775	C. E-MAIL ADDRESS EXT. toinetta.bridgeforth@mail.house.gov
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I)	10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
AREA CODE	NUMBER		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. U.S. HOUSE OF REPRESENTATIVES <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form or by other authorized official written notice.

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**SECTION B – SUPPLIES OR SERVICES AND PRICING**

The House is requesting multi-year pricing. The schedules contained in this section shall constitute the Contractor’s monthly per office reoccurring rate and the cost of additional handsets which shall include all costs associated with the installation of services on a per office basis. All rates and costs shall be fully burdened.

All rates and costs shall remain constant during each of the three contract periods of performance. Award will be made to the discounted rates. These rates shall apply to the areas displayed on the Contractor’s service coverage map as defined in Sections C. 2.1.2.11 and/or C.2.1.2.12. **All dates are approximates and are subject to change.**

		Two Year Base Period - January 1, 2013 - December 31, 2014							
		5Mb Down Load		10Mb Down Load		20Mb Down Load		30Mb Down Load	
		Standard Rates	Discounted Rates	Standard Rates	Discounted Rates	Standard Rates	Discounted Rates	Standard Rates	Discounted Rates
CLIN	Description								
0001	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0002	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0003	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0004	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0005	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0006	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0007	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0008	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0009	Additional Phone Sets - Cost Per units								

		Two Year Option 1 - January 1, 2015 - December 31, 2016							
		5Mb Down Load		10Mb Down Load		20Mb Down Load		30Mb Down Load	
		Standard Rates	Discounted Rates	Standard Rates	Discounted Rates	Standard Rates	Discounted Rates	Standard Rates	Discounted Rates
CLIN	Description								
0010	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0011	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0012	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0013	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0014	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0015	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0016	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0017	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0018	Additional Phone Sets - Cost Per units								

		Two Year Option 2 - January 1, 2017 - December 31, 2018							
		5Mb Down Load		10Mb Down Load		20Mb Down Load		30Mb Down Load	
		Standard Rates	Discounted Rates	Standard Rates	Discounted Rates	Standard Rates	Discounted Rates	Standard Rates	Discounted Rates
CLIN	Description								
0019	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0020	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0021	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0022	Monthly Reoccurring Cost for Standard Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0023	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0024	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP /Cable Television Services per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0025	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.11 (cost includes installation, configuration, handsets)								
0026	Monthly Reoccurring Cost for Enhanced Business Broadband Internet /VoIP Service per the regions as stated in C. 2.1.2.12 (cost includes installation, configuration, handsets)								
0027	Additional Phone Sets - Cost Per units								

**SECTION C – DESCRIPTION OF SUPPLIES AND SERVICES****C.1 BACKGROUND AND OBJECTIVE****C.1.1 Introduction**

The U.S. House of Representatives (hereinafter referred to as “the House”) requires an effective, reliable and cost-efficient voice communications service supporting Congressional main district and satellite offices. The House seeks to acquire providers to supply broadband internet access coupled with Voice over Internet Protocol (VoIP) services in support of this effort. The services will provide each independently operated office with local, long distance and generalized voice services as detailed in the Statement of Work (SOW).

**C.1.2 Organization**

The Office of the Chief Administrative Officer (CAO), House Information Resources –Networking and Facilities, Telecommunications Administration team is responsible for coordinating communication services supporting the Members of Congress. This includes, but is not limited to the installation of services, service modifications, maintenance and management, termination, centralized billing and account reconciliation.

**C.2 SCOPE OF WORK**

The following subsections describe the requirements of this solicitation as itemized in Section B – Supplies or Services and Pricing. The Offeror need only respond to those sections that correspond to their proposed services. This SOW is organized into the following sections.

- Broadband Internet Access /VoIP
- Ongoing Operational, Project Management and Engineering Support
- Billing Criteria
- Additional Services and Equipment
- Offeror Support Requirements

**C.2.1 Requirements for Broadband Internet Access/Voice over Internet Protocol****C.2.1.1 Executive Summary**

The purpose of this section is to state the House’s requirements for Broadband Internet Access/VoIP. The Offeror shall provide a summary describing how they intend to comply with the House’s requirements for this service as well as structure their response around their proposed services for the House and limit both background and promotional language about their service.

**C.2.1.2 Technical Requirements**

To meet the goals of this solicitation, the Offeror must address the following technical requirements:

**Broadband Internet Service**

C.2.1.2.1	Internet Protocol (IP) Address: The assigned IP address must be static.
C.2.1.2.2	Modem/Router: Identify (make/model) and configuration(s) of preferred modem / router. Preferred device must support multiple connections (VoIP/Internet and potential for future encrypted data services).
C.2.1.2.3	Bandwidth: Defined in Section B, with minimum data rate of 1Mb up / 1Mb down. Data rates must be expandable to support potential future data services.

**Voice over Internet Protocol (VoIP) Service**

C.2.1.2.4	Provide detailed explanation of your VoIP service – include customer premise equipment, cloud/back office services and service resiliency.
C.2.1.2.5	All call voice traffic must be encrypted in session and be resilient to man-in-the-middle attacks. Provide detailed information on encryption methodology, encryption type (e.g. TLS, SRTP, etc.), and configuration controls to ensure encryption remains enabled at all times and cannot be disabled by the user. If SRTP is used, indicate whether the key exchange is compliant with RFC 4568 and if not, provide the differences with the SOW.
C.2.1.2.6	Provide detailed information related to delivering, securing and retention of voice mail, as well as where the voicemail is stored. Voicemail must be encrypted at rest.
C.2.1.2.7	Provider must support local number portability (LNP).
C.2.1.2.8	Provider must support local E911.
C.2.1.2.9	Provide detailed table with explanation of other services provided under VoIP umbrella – e.g. call forwarding, internal extension dialing, conference call, mobility, softphone. The table should identify if the service is part of standard or enhanced capabilities.

**Quality of Service (QoS) Support**

C. 2.1.2.10	Describe how end-to-end QoS is handled. In your response, include a description of how you ensure end-to-end QoS and how you manage end-to-end QoS.
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**Service Coverage**

C. 2.1.2.11	Indicate service coverage for contiguous United States – cities, states, regions, etc. The Offeror shall specify which region/coverage areas will be covered. Provide actual coverage maps, ie. Northeast, Southwest, etc.
C.2.1.2.12	Indicate your ability to provide service any Congressional Offices, Delegates and Resident Commissioner Offices located in Alaska, Hawaii, American Samoa, Guam, Puerto Rico, Northern Marianas Islands, and the U.S. Virgin Islands. The Offeror shall specify which region/coverage areas will be covered. Provide actual coverage maps.

**C.2.1.3 Ordering & Service Delivery****Service Ordering Requirements**

C.2.1.3.1	The House requires the ability to order service online. Describe the communications service ordering process. Include all information that the House must supply to place an order for service. Provide information on how you would meet the requirement for online service ordering. The House requires the ability to track the order life cycle in your system.
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**Time Frames and Requirements**

C.2.1.3.2	The House requires that new services be installed and operational in 22 business days or less. Provide your proposed procedures and processes for expediting service requests for the following intervals: 14 business days and seven (7) business days or less.
C.2.1.3.3	The House requires that additions and modifications such as adding, deleting of end-point devices (IP Phone) be accomplished in five (5) business days or less.



**Late Delivery of Circuits**

C.2.1.3.4	<p>The continuity of House operations depends on the services provided by the Offeror. It is imperative that the Offeror meet the required installation deadlines. The House imposes the following penalty schedule for the late delivery and installation of circuits beyond the standard installation interval of 22 business days or less. (This does not apply if the House is the cause of the delay.)</p> <table border="1" data-bbox="370 352 1351 493"> <thead> <tr> <th data-bbox="378 359 808 411">Days delayed beyond scheduled installation</th> <th data-bbox="820 359 1343 411">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="378 411 808 443">1-5 business days</td> <td data-bbox="820 411 1343 443">25% cost of Installation and first month</td> </tr> <tr> <td data-bbox="378 443 808 474">6-10 business days</td> <td data-bbox="820 443 1343 474">50% cost of Installation and first month</td> </tr> <tr> <td data-bbox="378 474 808 493">11 or more business days</td> <td data-bbox="820 474 1343 493">100% cost of Installation and first month</td> </tr> </tbody> </table>	Days delayed beyond scheduled installation	Penalty	1-5 business days	25% cost of Installation and first month	6-10 business days	50% cost of Installation and first month	11 or more business days	100% cost of Installation and first month
Days delayed beyond scheduled installation	Penalty								
1-5 business days	25% cost of Installation and first month								
6-10 business days	50% cost of Installation and first month								
11 or more business days	100% cost of Installation and first month								

**Escalation Process for Circuit Delivery**

C.2.1.3.5	<p>The House requires that the Offeror provide detailed information regarding the escalation procedures or steps it takes when delivery of a circuit is late. Explain the procedure for notifying the House on the status of the escalation. State how often status updates will be provided.</p>
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**Termination of Service**

C.2.1.3.6	<p>Provide detailed instructions regarding termination of service, return of customer premise equipment. List the vendor responsibilities and the office responsibilities.</p>
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C.2.1.4 Installation Process and Procedures**Installation Responsibilities and Delineation of Duties**

C.2.1.4.1	<p>Provide a full description of your installation procedures and policies. Include a narrative that describes the process from the time you receive an order until the time you dispatch your representative to the Congressional District Office. Include committed time frames for each step in the process to total a standard 22 business day turnaround or less.</p>
C.2.1.4.2	<p>Provide a full delineation of your responsibilities and the House's responsibilities for installation.</p>

C.2.1.5 Post Installation**Service Availability**

C.2.1.5.1	<p>The House requires the Offeror to meet or exceed service availability of 99.99%. State the availability of Broadband /VoIP service from end to end over the last 12 month period. Explain how you calculate service availability and provide examples.</p>
C.2.1.5.2	<p>The House requires that the Offeror provide a credit of one month's free service when service availability for a month falls below 99.99%. Please include your company's definition of 99.99% availability in your response with details regarding the treatment of individual circuits involved in downtime. Provide a detailed explanation of your scheduled maintenance procedures.</p>
C.2.1.5.3	<p>Provide a complete schedule of your maintenance times. Include the window time for notification and acceptance.</p>
C.2.1.5.4	<p>The House requires that the Offeror provide downtime billing credits on a per office basis for circuit outages that exceed 30 minutes. Explain how you track and report outages to your customers and how you will provide notice of downtime billing credits to the House. Define your credit structure and how you determine credits.</p>
C.2.1.5.5	<p>In the event of lengthy outages the House requires alternate means of supporting voice communications (e.g. redirect call traffic to mobile device). Describe potential methods to achieve backup voice services.</p>

**Service Restoration**

C.2.1.5.6	State Mean Time to Repair (MTTR) for service outages. Provide examples based on different types of service disruptions. In addition, you may state any other parameters that you use in accounting for service restoration.
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**Outage Resolution Reporting**

C.2.1.5.7	<ul style="list-style-type: none"> <li>- The Offeror shall provide the COR notification of an outage within 2 hours either verbally or by email,</li> <li>- The House requires the Offeror to provide a resolution report to the COR within three business days of any disruption. The report should contain the nature of the problem, a step-by-step account of the resolution process, and any specific changes in software, hardware, or procedures that will minimize the chances of a recurrence. The House requires that at least one executive-level representative from the Offeror's organization review and sign the report prior to release to the House. State how you will comply with this requirement.</li> </ul>
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**Trouble Reporting**

C.2.1.5.8	The House requires the ability to place trouble reports via a single (per provider), nationwide, toll-free number by any House employee or designated representative (24/7/365). Explain how you meet this requirement. The House requires the ability to open and track trouble reports real time. List clients with networks of similar size and scope who use provided online trouble reporting system.
C.2.1.5.9	List, in a step-by-step format, the information required from the caller when placing a trouble report.
C.2.1.5.10	The House desires the ability to create trouble tickets in an on-line system and to subsequently access them to check status, update the original information, and to query for historical purposes on a site-by-site and system-wide basis. Describe options for providing this capability to the House.
C.2.1.5.11	List, in a step-by-step format, your response upon receipt a trouble report. The House requires the Offeror to provide status to the COR within 2 hours of the initial trouble report and every hour thereafter until the resolution of the problem. Describe your procedures for keeping the House informed of the progress and status of outstanding problems, including timeframes for status updates. Include problem escalation procedures. Describe how these procedures meet or exceed the requirements in this Statement of Work.

**Network Management, Monitoring, and Reporting**

C.2.1.5.12	Describe your network management, monitoring, and reporting capabilities. The House requires quarterly statistics on Voice over Internet Protocol performance and their individual House-related components within the network, as well as the overall network use of each.
C.2.1.5.13	The House requires the ability to view the health of the Offeror's network. Describe options for providing real-time statistical information via the Internet. The House must also be able to access this information securely and therefore requires that the Offeror ensure secure access to this information. Fully explain how you safeguard your statistical information.
C.2.1.5.14	<p>Describe the network reports available to customers, the type of information provided in the reports, and their associated media (compact disk, online, etc.). Indicate any real-time reporting available via the Internet. Provide examples of the types of network reports available to the House. Describe how you will provide all of the network management and reporting listed below to the House on a monthly basis. Provide a copy of the reports as examples.</p> <ul style="list-style-type: none"> <li>• Number of requests for service received for each category of service offered.</li> <li>• Existing, active circuits for each category of service offered.</li> </ul>

	<ul style="list-style-type: none"> <li>• Termination of service requests.</li> <li>• Modification of service requests.</li> <li>• Relocation of service requests.</li> <li>• Trouble tickets activated for all existing circuits.</li> <li>• Open trouble tickets for all services offered.</li> <li>• Description and resolution of major and catastrophic service interruptions.</li> <li>• Recommendations of actions and procedures to improve service, response, and performance.</li> <li>• Industry common/standard statistical summary reports of performance.</li> </ul>
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### Service and Maintenance

C.2.1.5.15	Describe your nationwide service force, including a description of service locations and how this enables you to meet or exceed the requirements in this Statement of Work.
C.2.1.5.16	If other than the Offeror's own employees perform the service and maintenance (subcontractor work), the Offeror shall describe the relationship and oversight performed with said subcontractor. In addition, provide any information that the Offeror feels is important relating to other projects of similar size and scope where the Offeror has worked in conjunction with this subcontractor.

### Testing

C.2.1.5.17	The House requires that the Offeror explain the procedures for testing and troubleshooting of Offeror provided circuits and devices. Explain what tests will be performed and how they will be coordinated through the House.
C.2.1.5.18	Provide Installation, Test, and Acceptance Plans for your offering. The House requires individual Installation and Test and Acceptance Plans for each location. Describe how you would meet this requirement.

### Billing and Account Details

C.2.1.5.19	The House requires that the Offeror provide monthly consolidated/itemized billing for all contracted services. Itemization must include: Congressional district receiving the service being billed (e.g. NY01), and local address of the installed service, as well as sub-itemization related to services provided: State District / Address, Broadband Service, VoIP Service, Other (cable) Offeror must submit sample billing statement in electronic format.
C.2.1.5.20	The House requires that <u>all account</u> (assigned phone numbers, etc) and <u>call detail record</u> (CDR) information be available through secure web interface for billing research and analysis. Information not available through this interface must be provided by the offeror as requested by the House.
C.2.1.5.21	Invoice(s) must represent both Internet Service (Broadband) and Voice over Internet Protocol on same bill / line item.

### Information Security

C.2.1.5.22	Provide detailed explanation of security measures used to protect the VoIP infrastructure and security measures used to protect customer account information. This explanation should include the items below at a minimum.
C.2.1.5.23	Provide a copy of your company's privacy policy with respect to customer account information.
C.2.1.5.24	Provide detailed explanation of security measures implemented to protect against various types of call fraud and service theft.
C.2.1.5.25	Provide an overview of how the devices are accessed remotely and managed. All management traffic must be encrypted so as no authentication credentials are passed in clear text.
C.2.1.5.26	Describe what controls exist to detect hardware tampering. If the equipment is FIPS certified, provide the testing results indicating FIPS compliance.

C.2.1.5.27	Provide detailed explanation of the device's resilience to Internet-based denial of service attacks.
C.2.1.5.28	Provide detailed explanation of company's notification policy if a breach of customer account information's confidentiality has occurred. Notification must be provided of any and all such known breaches of customer information within 24 hours of discovery.
C.2.1.5.29	Provide detailed explanation of incident response procedure if the infrastructure is discovered to be compromised. Information must be provided that includes the scope of the attacks, what data was taken, and mitigation steps.
C.2.1.5.30	Provide detailed explanation of the steps taken to update the firmware of the hardware for known security vulnerabilities (i.e. patching) and provide information on the frequency with which these patches occur.
C.2.1.5.31	Provide detailed information on the country of manufacture for all major hardware components used in the solution, along with policies in place to ensure supply chain integrity.
C.2.1.5.32	Provide information on the security background checks performed on personnel who will be supporting this solution and have access to customer devices.

#### C.2.1.6 Service Offerings

The Offeror must provide a table depicting services plans and associated cost per plan. Plans should include various data rate (up / down speeds), number of phones included in plan, type of phones, basic services available, advanced services and other features available through bundled service.

#### C.2.1.7 Service Level Agreements (SLA)

This service is critical to the daily business and support that each Member of Congress provides to their respective constituents. Provide a detailed overview of SLA standards and methodology for crediting accounts due to unscheduled outages.

#### C.2.1.8 Project Management

Provide detailed description of Account / Project Management Team assigned to support this initiative. Include their specific responsibilities as it relates to this initiative as well as their resumes.

### **C.2.2 Ongoing Operational and Engineering Support**

The House requires ongoing operational support during the life of this contract. The specific areas of support required by the House follow below.

#### C.2.2.1 Hardware/Software Maintenance/Upgrades

State the ability of your technical staff and organization to provide support in all areas of hardware and software upgrades over the life of this contract. Specifically, describe your experience in supporting hardware and software upgrades for clients of similar size and scope as the House. Provide examples of anticipated (or potentially un-anticipated) situations where upgrade support could be required. Provide the advanced notification interval required to offer such support.

#### C.2.2.2 Inventory Management and Control

Explain your ability to provide inventory management and control support for the life of this contract. Specifically, state the areas of expertise of your staff and organization that help support House operations in all geographic areas. Additionally, provide examples of inventory management support that you have provided for organizations of similar size and scope as the House. Provide the advanced notification interval required to offer such support.

#### C.2.2.3 Installation

Explain your ability to provide installation support for the life of this contract. Specifically, state the areas of expertise of your staff and organization that help support House operations.

#### C.2.2.4 Training

State your training capability to support the House Network Control Center, Engineering Staff, Telecommunications Administrators and Technicians. Provide any and all recommended prerequisites for training classes.

#### C.2.2.5 Engineering Support

Describe your ability to provide high-level engineering support to the House for the life of this contract. Specifically discuss projects that current members of your staff have supported that would be applicable to the current and future communications requirements of the House. Provide names, resumes, and expertise levels of staff members available to the House during the life of the contract. Describe similar support that you have provided to other organizations of similar size and scope.

#### C.2.2.6 Network Security

Describe security measures that prevent the unauthorized access to all of the House's data traffic and network information. This includes, at a minimum, the following types of information:

- Usage Information
- Billing Information
- Configuration Information
- Network Management Reports

In addition, describe the measures you currently take to provide for the physical security for your network and its components.

### **C.2.3 Additional Services and Equipment**

Summary of Additional Services and Equipment - The Offeror can provide a summary for any additional services or equipment they want to offer. This summary must be limited to one page. To meet the goals of this solicitation, you are encouraged to address the key technical aspects of any additional offerings.

### **C.2.4 Offeror Support Requirements**

#### C.2.4.1 Single Point of Contact

For all services provided by the Offeror, the House requires that the Offeror supply a single point of contact for ordering, invoicing, installing, configuring, and oversight. This single point of contact must have demonstrable experience supporting large nationwide accounts of similar size and scope as the House. The single point of contact must maintain and provide to the House, at a minimum of a monthly basis, status and historical reporting on all service orders (moves, installations, and cancellations). The House will determine the appropriate review time of these reports and notify the Offeror.

#### C.2.4.2 Substitutions

During the first 90 days of performance, the Offeror shall not make a substitution to the single point of contact unless the substitution is necessitated by illness, death, or termination of employment. The Offeror shall notify the Contracting Officer (CO) within 15 calendar days after the occurrence of any of these events and provide the information required by the paragraph below. After the initial 90-day period, the Offeror shall submit the information required by the paragraph below to the CO and COR at least 15 days prior to making any permanent substitutions.

The Offeror shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the person(s) being replaced. The CO will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of the single point of contact.

Illustrate your acknowledgment and agreement with the above requirements by providing your procedures for compliance.

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.5.003 INSPECTION OF SERVICES

JUNE 2002

a) Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.

b) The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.

c) The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

## E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a) Refer to Section F, HC.6.009, Payment for Non-performance.
- b) Reduce the contract price to reflect the reduced value of the services performed; or
- c) Terminate the contract for default.

## SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

The contract Base Period of performance will extend 2 years (24 months) starting from date of award.

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

a. The House may extend the term of this contract up to two (2) times for a period of 24 months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 10 days before the contract expires. The preliminary notice does not commit the House to an extension.

F.3 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

The District Office of Members of Congress.

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.

(i) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(1) 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;

(2) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(3) Of the cause(s) relied upon for imposing suspension;

(4) Of the extent and effect of the suspension; and

(5) 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.

(ii) 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.

(iii) 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.

i) 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.



(ii) 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:

- (1) That debarment is being considered;
- (2) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (3) Of the cause(s) relied upon for proposing debarment;
- (4) 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;
- (5) Of the effect of the issuance of the notice of proposed debarment; and
- (6) 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:

- (i) Referring to the notice of proposed debarment;
- (ii) Specifying the reasons for debarment;
- (iii) Stating the period of debarment, including effective dates; and
- (iv) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d) The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F - Payment for Non-performance, accruing until the time the House may reasonably obtain delivery or performance of similar services.

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

#### F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

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

## F.7 U.S FEDERAL HOLIDAYS

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 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

## F.8 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.9 HC .6.014 TERMINATION

AUGUST 2002

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

a) **For Default:** The CO may terminate this Contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this Contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

b) **For Convenience:** The House shall have the right to terminate this order, in whole or in part, at any time, with 30 days written notice to the Contractor.

c) If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with the terms and conditions of the contract. Contractor may claim only properly supported out-of-pocket costs, plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.

d) Upon termination (including expiration) the Contractor shall:

- i) Surrender all identification/access passes, decals, keys, etc., issued by the House, for all Contractor representatives and employees on the effective date to COR.
- ii) Complete satisfactory settlement of all customer complaints and claims.

- (iii) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- iv) 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 accepted, on the effective date.
- v) 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.

## SECTION G -- CONTRACT ADMINISTRATION DATA

## G.1 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.2 HC.7.003 INVOICES

FEBRUARY 2005

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

b) A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

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

Item description and quantity delivered, unit and extended price.

c) The House does not pay federal, state or local taxes unless mandated by law.

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.

## G.3 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

a) The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by on a date and time as established by the COR and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

i) Reporting Period

ii) Contractor's Program Manager's Name

iii) Work Accomplished during the Period (i.e. new installations, relocations, etc.), including at a minimum:

(1) Itemized tasks with a description of the support/services utilized

(2) Hours/dollars expended by task

(3) Task status

iv) Anticipated Activity for Next Reporting Period

## v) Outstanding Issues

b) The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs) or other type of written evaluation. These evaluations 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.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETINGS

FEBRUARY 2005

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

## G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

## a) Contracting Officer (CO):

Raymond Griswold, Director, Acquisitions and Contract Management  
Room 358, Ford House Office Building  
U.S. House of Representatives, Washington, DC 20515  
**Phone:** (202) 225-2921 **email:** Raymond.Griswold@mail.house.gov

i) 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.

ii) 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.

iii) 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):

TBD, Office of the Chief Administrative Officer, U.S. House of Representatives

i) 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.

ii) Additional responsibilities of the COR are as follows:

- (1) Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- (2) Review, approve, and process contractor invoices.
- (3) Submit periodic report(s) to the Contract Administrator (CA).
- (4) Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c) Contract Specialist:

Toinetta Bridgeforth, CAO Acquisitions Management, U.S. House of Representatives,  
358 FHOB, Washington, DC 20515 **Phone:** (202) 226-1775 **email:** Toinetta.Bridgeforth@mail.house.gov

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

**G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005**

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

<b>Name and Title</b>	<b>Address</b>	<b>Telephone Number</b>	<b>E-Mail Address</b>

b. The ACR shall provide periodic status reports to the COR as requested. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

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

**G.7 HC.7.009 KEY PERSONNEL FEBRUARY 2005**

a) The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract.

b) For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

	<b>Name</b>	<b>Title</b>	<b>Telephone Number</b>	<b>E-Mail Address</b>
1.				
2.				
3.				
4.				

c) Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, career reassignment, or termination of employment or requested by the COR. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor

must notify the COR of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the COR. The COR 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. The COR will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.8 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.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE FEBRUARY 2005

a) The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b) If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c) Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005

a) Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. 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 objectives, monitoring customer satisfaction (e.g., vendor performance evaluations or other types of evaluation documentation), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b) It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.11 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.12 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

- a) The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.
- b) The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements.
- c) The COR will establish guidelines for the structure, timetable and items to be included in the reports. Refer to Section C for additional information regarding reports,



## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

## H.1 CONTRACT TYPE - IDIQ

The House intends to award one or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts as a result of this solicitation. The IDIQ contract will apply established fixed rates for services on individual work orders to be issued.

Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle (i.e. a "requirements" contract).

## H.2 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.3 IDENTIFICATION BADGES

MAY 2012

a. Access. 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. Return Policy. 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. Final Payment. 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.4 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.5 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.6 HC.8.006 NEW RELEASES MAY 2001

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

H.7 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

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

H.8 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001

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

H.9 HC.8.004 INFORMATION SECURITY

OCTOBER 2003

- a. Compliance. All Contractor software, hardware, and personnel that interface with House offices (including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (“HIR”) are subject to and shall comply with the rules, regulations, and sanctions outlined in 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 Systems Security 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” obtained under this Contract. 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 of this Contract and/or, as applicable, the 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 shall sign a “Non-Disclosure Agreement” (available on [www.house.gov](http://www.house.gov)) prior to the commencement of work under this Contract.

H.10 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

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

H.11 OTHER AGENCY UTILIZATION

Other legislative agencies shall be allowed to utilize the contract on a non-mandatory basis to satisfy requirements for goods and services within the scope of the contract and under their own funding. Orders should be placed directly with the Contractor. There is no implied maximum order limitation, and other agency orders shall not affect the House-estimated contract value. In the event of conflict regarding warranty services or delivery, the order of precedence shall be to House orders (whether incorporated by reference or otherwise) and then to other legislative agency orders.

H.12 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

JUNE 2002

- a. 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.
- b. Travel of local (Washington, DC area) contractors to District or Satellite Offices shall be reimbursed only if approved in advance in writing and in accordance with Federal Travel Regulations.
- c. The Contractor will not be reimbursed for travel and per diem within a 50-mile radius of a Place of Performance (see Section F.3) where the Contractor has an office.

## SECTION I -- CONTRACT CLAUSES

## I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- 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.2 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.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 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

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

## I.5 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

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

I.6 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.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 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.

I.9 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.10 HC.9.014 ASSIGNMENT JUNE 2002

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

I.11 HC.9.019 BUY AMERICAN MARCH 2003

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.12 HC.9.013 EMPLOYMENT ELIGIBILITY VERIFICATION

APRIL 2012

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

(1) "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:

i. Normally performs support work, such as indirect or overhead functions; and

ii. Does not perform any substantial duties applicable to the contract.

(2) "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.

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

(4) "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. **(Note: For this contract, Employment Eligibility Verification shall include the continental United States, Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands of the United States, the Commonwealth of the Northern Mariana Islands and American Samoa.)**

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;

i. *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

ii. *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

iii. *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:

i. *All new employees.*

(A) *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

(B) *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

ii. *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.13 HC.9.009 COMPLIANCE WITH ALL LAWS

JUNE 2002

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

I.14 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.



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

J.1 ATTACHMENTS

<b>Item #</b>	<b>Description</b>	<b># Pages</b>
1	Affirmation of Non-Disclosure	1

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

K.1 HC.11.001 GENERAL REQUIREMENTS JULY 2001

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

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

K.2 HC.11.017 AUTHORIZED COMPANY OFFICIALS AUGUST 2002

The Contractor 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 for each authorized individual:

Name	Title	Telephone Number	E-Mail Address

K.3 HC.11.007 ELIGIBILITY FOR AWARD JULY 2001

a. By submitting a Proposal in response to this solicitation, the Contractor certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the Contractor within a three (3) 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 Contractor 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. Contractors 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. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the House as agents or representatives of other contractors.

d. Contractors included in the EPLS (Excluded Parties Listing Service - [www.epls.gov](http://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. After the opening of bids or receipt of proposals:

- (1) 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 Acquisitions 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.4 CENTRAL CONTRACTOR REGISTRATION

a. Prospective contractors shall be registered in the CCR database ([www.ccr.gov](http://www.ccr.gov)) prior to award of a contract or agreement, except for:

- i) 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;
- ii) Classified contracts when registration in the CCR database, or use of CCR data, could compromise the safeguarding of classified information or national security;
- iii) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies;
- iv) Contracts to support unusual or compelling needs.

b. Definitions. As used in this clause:

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

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

iii) "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.

iv) "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. By submission of an offer, the Contractor 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.

i) The Contractor 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 Contractor's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

d. If the Contractor 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 Contractor.

e. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Contractors 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. 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:

i) change the name in the CCR database;

ii) comply with the requirements of the House Novation Agreement; and

iii) 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. If the Contractor fails to comply with the requirements of paragraph (g) of this clause, or fails to perform the agreement at paragraph (g)(iii) 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. 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.5 HC.11.002 FINANCIAL INFORMATION

JULY 2001

- a. The Contractor shall furnish the company's audited financial statements for the most recent three (3) years for which audited financial statements exist, and the Contractor's Dun and Bradstreet (DUNS) number. 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 Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one, and indicate that it is an existing or prospective Contractor for the United States' Government when contacting their local Dun and Bradstreet office.

(i) A Contractor may obtain a DUNS number:

(1) Via the Internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have Internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office. The Contractor should indicate that it is an Contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(ii) The Contractor should be prepared to provide the following information:

- (1) Company legal business;
- (2) Trade style doing business, or other name by which the entity is commonly recognized;
- (3) Company physical street address, city, state and zip code;
- (4) Company mailing address, city, state and zip code (if different from the physical address);
- (5) Company telephone number;
- (6) Date company was legally established;
- (7) Number of employees at your location;
- (8) Chief Executive Officer / Key Manager;
- (9) Line of business (industry); and
- (10) Company headquarters name and address (reporting relationship within your entity).

Enter Contractor's Dun and Bradstreet Number: \_\_\_\_\_

K.6 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company
- b. Brief business history
- c. Disclose any lawsuits in which the Company is a named defendant within the last three (3) years and status of each such case

K.7 HC.11.006 QUALITY INFORMATION

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company's quality policy:

- a. Total quality management process, if any
- b. Quality reporting to client
- c. Customer satisfaction guarantees and assurances

K.8 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 **180** calendar days after receipt of the offer.

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

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

## L.1 QUESTIONS CONCERNING THE SOLICITATION

All Offeror questions concerning this solicitation must be submitted via email by **4:00 P.M. November 14, 2012** to [Toinetta.Bridgeforth@mail.house.gov](mailto:Toinetta.Bridgeforth@mail.house.gov) and [Raymond.Griswold@mail.house.gov](mailto:Raymond.Griswold@mail.house.gov). Answers will be provided no later than November 19, 2012 in the form of an amendment to the solicitation.

## L.2 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

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

- a. Signing and returning the amendment;
- b. Identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- c. Letter, if authorized.

The Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

## L.3 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

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

- a. Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or 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 or quotation."

## L.4 HC.12.003 SUBMISSIONS MARCH 2004

Offerors shall submit their entire proposal via e-mail to [Toinetta.Bridgeforth@mail.house.gov](mailto:Toinetta.Bridgeforth@mail.house.gov) and [Raymond.Griswold@mail.house.gov](mailto:Raymond.Griswold@mail.house.gov) in Adobe PDF or Microsoft Word and Microsoft Excel by the **2:00 P.M. November 30, 2012**. The subject line of email should read: (your company Name) and OPR13000007.

L.5 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be divided into **three (3) separate electronic folders** complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the evaluation will parallel the order specified in this solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from consideration. Offerors whose products or capabilities are misrepresented during the solicitation phase, who are subsequently awarded a contract, may be subject to the penalty provisions of the contract.

**Electronic Folder I - Administrative/Contract Data.** The Administrative/Contract Data shall be divided into the following distinct and marked parts.

- **Section 1 - The Offeror shall insert Section A,** pages with all required/applicable blocks completed.
- **Section 2 - Acknowledgement of Amendments.** The Offeror shall acknowledge receipt of all amendments, as defined in Section L.2.
- **Section 3 - Representations, Certifications and Other Statements.** The Offeror shall insert Section K in its entirety.
- **Section 4 - Affirmation of Non-Disclosure, Attachment 1.** Offeror(s) personnel will be required to sign before commencement of work or prior to receipt of confidential information.

**Electronic Folder II - Price Proposal.** The Offeror shall submit the following distinct and marked parts.

- **Section 1 - Price Schedule Section B.** The rates for the categories of items identified in the CLINS in **Section B-Supplies or Services and Pricing.**
- **Section 2 -** The cost of the optional additional services listed in Section 5 – Additional Services and Equipment of the Technical Proposal.

**Electronic Folder III - Technical Proposal.** The Technical Proposal shall be divided into the following distinct and marked parts.

The technical proposal shall identify deliverables, describe work to be performed and will describe the Offeror's expertise to affect the proposed solution. In order to facilitate the House's evaluation of the proposal, the Offeror must provide a complete description of how each requirement will be met. Submitting merely an acknowledgement (e.g. "Read and Understood") may provide insufficient information to effectively evaluate the offered solution and therefore, may have adverse impact on the Offeror's score. The Offeror's Technical Proposal must provide its approach/solution to all the requirements stated in the solicitation. **The Offeror's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement.** Specific answers may be cross-referenced throughout the Offeror's response to avoid duplication of material.

**Section 1 - Technical Approach -** The Offeror should provide a technical response including task detail defined in the Statement of Work. The technical approach specifications must comply with and follow the sequencing of requirements as listed in Section C – Statement of Work.

#### **Section 2 - Management Approach**

1. The Offeror shall describe their organization structure. Explain how the Offeror will be organized to support the House account. Provide the names and experience of account team members that will be assigned to the House contract.
2. The Offeror shall provide a narrative describing how they will support the House in managing the contract.
3. The contractor shall provide a project management approach (which shall include a schedule mapped to deliverables/milestones) to track the delivery of services as outlined in Section C. The objectives of the project management approach are:



- To ensure proper planning for work breakdown and schedules.
- To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible.

### Section 3 – Corporate Capabilities

1. Legal name of the firm.
2. Organizational chart showing the chain of command of supervision and management staff proposed for this contract, up through and including the President/CEO of the firm. E-mail addresses and phone numbers shall be provided for all persons listed on the organization chart.
3. Company Background and Understanding of Public Sector Projects. The Offeror shall provide an abstract to demonstrate the contractor's knowledge of the government processes and their capability to perform effectively in a government environment. This abstract shall include:
  - a. Statement defining the scope of services offered and the business sectors served;
  - b. Exhibits of pertinent experience and qualifications in conducting similar services as stated in the solicitation;
  - c. Examples of corporate stability and sound organizational qualities; and
  - d. Company history providing the services set forth in Section C – Statement of Work

### Section 4 - Past Performances

1. References. The Offeror shall provide references for three (3) projects of similar scope and size. The Evaluation Team, at their discretion, may contact these references to verify provided information. Provide the following information for each reference:
  - Provide the date of initial installation to commercial customer for this service.
  - List the number of currently installed business class installations.
  - Names of the points-of-contact, telephone numbers, and email addresses.
  - Type and approximate number of services sold and installed to date.
  - Experience with the installation and support of similar services, in size and complexity, as the proposed services.
2. Customer Satisfaction Reports. The Offeror shall provide copies of Customer Satisfaction Reports identifying what your level of customer satisfaction is for the past three years. 2010, 2011 and 2012 YTD.

### Section 5 – Additional Services and Equipment

Provide list of additional services as stated in **C.2.3 Additional Services and Equipment** of the Statement of Work. Any pricing for these services and equipment shall be included in the Offeror's Price Proposal.

## SECTION M -- EVALUATION FACTORS FOR AWARD

## M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to award a single or multiple contracts as a result of this solicitation. The award will be based on several factors, including, but not limited to:

- a. Technical Approach;
  - Clear understanding of the Statement of Work (SOW).
  - Overall approach to provide services and support.
  - Ability to perform the tasks as stated in the SOW.
- b. Management Approach;
  - Ability to respond to changing workload requirements and schedules.
  - Understanding of managing the contract a House contract.
- c. Corporate Capabilities;
  - Demonstrated financial strength and stability.
  - Qualifications and experience of company and staff.
  - Evidence that the Offeror has provided similar services for other clients.
- d. Past Performance;
  - Evidence of the Offeror successful past performance within the past three years.
  - Satisfaction of former clients and overall quality of services represented by the projects described.
- e. Oral presentations and interviews may be conducted at the discretion of the House;
  - Consistency between written word and oral presentations.
  - Personnel demonstrated that they have sufficient knowledge, expertise and skills for this effort.
- f. Price.\*

\*The proposal is presumed to represent the contractor'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 contractor's ability to perform the contract within the financial constraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the contractor.

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

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

**Factor Weight.** Evaluation factors other than price, when combined, are of equal importance to price.

## M.2 HC.13.002 CONTRACT AWARD

JULY 2001

The House intends award one or more contracts as a resulting from this solicitation to the responsible Offeror's whose offer conforms to this solicitation, taking into account the factors contained in **M.1 - Evaluation Factors for Award**. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

The House may:

- a. reject any or all offers, if such action is in its interest,
- b. waive informalities and minor irregularities in offers received.

## Affirmation of Non-Disclosure

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

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

\_\_\_\_\_  
Contractor Personnel Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Company Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contractor Program Manager: \_\_\_\_\_

Place two copies of the acknowledged forms in a sealed envelope with the following words marked on the outside of an envelope: Affirmation of Non-Disclosure Forms and mail to the Contracting Officer's Representative. In addition, ensure that the front of the envelope contains the following information:

DATE, CONTRACT NUMBER, COMPANY NAME, and COMPANY POINT OF CONTACT NAME