

| | | | | |
|--------------------|--|--|------------------------------|--------------------------------|
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER OPR10000001 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 11/06/2009 | 6. REQUISITION/PURCHASE NUMBER |
|--------------------|--|--|------------------------------|--------------------------------|

| | | | |
|---|------|-----|--|
| 7. ISSUED BY CAO Procurement Management H2-358 Ford H.O.B. Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2214 ext. | CODE | CPM | 8. ADDRESS OFFER TO (If other than item 7) |
|---|------|-----|--|

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 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 No hand deliveriers or courriers. until 2:00 PM local time 12/09/2009
(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 Jim Tiani | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 225-7158 | C. E-MAIL ADDRESS james.tiani@mail.house.gov |
|---------------------------|----------------------|--|---|

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|-----------------------|------|---------------------------------------|---------|--|------|---|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | 1-2 | | I | CONTRACT CLAUSES | ----- |
| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | ----- | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 5-9 | X | J | LIST OF ATTACHMENTS | 23 |
| X | D | PACKAGING AND MARKING | 10 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 11 | X | K | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS | 24-25 |
| X | F | DELIVERIES OR PERFORMANCE | 12-14 | | | | |
| X | G | CONTRACT ADMINISTRATION DATA | 15-18 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 26-28 |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 19-22 | X | M | EVALUATION FACTORS FOR AWARD | 29 |

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 (%) |
|--|------------------------|------------------------|------------------------|---------------------|

| | | | | |
|---|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS <i>(the offeror acknowledges receipt of amend - ments 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 <i>(Type or print)</i> |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE |
| | | | |

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 <i>(4 copies unless otherwise specified)</i> | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | 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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|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 3 of 29 |
|---------------------|------------------------------------|---|--------------|

TABLE OF CONTENTS

| | |
|---|----|
| SECTION C -- Descriptions and Specifications | 5 |
| C.1 Statement of Objectives | 5 |
| SECTION D -- Packaging and Marking | 10 |
| D.1 Payment of Postage and Fees | 10 |
| SECTION E -- Inspection and Acceptance | 11 |
| E.1 Inspection and Acceptance | 11 |
| SECTION F -- Deliveries or Performance | 12 |
| F.1 Period of Performance | 12 |
| F.2 Option to Extend the Term of the Contract | 12 |
| F.3 Notice to the House of Delays | 12 |
| F.4 Suspension and Debarment | 12 |
| F.5 Liquidated Damages | 13 |
| F.6 Payment for Non-Performance | 13 |
| F.7 Termination | 14 |
| SECTION G -- Contract Administration Data | 15 |
| G.1 Modifications | 15 |
| G.2 Invoices | 15 |
| G.3 Performance Measurements | 15 |
| G.4 Contract Status and Review Meeting | 16 |
| G.5 Authorized House Representatives | 16 |
| G.6 Key Personnel | 17 |
| G.7 Post Award Conference | 17 |
| G.8 Progressive Steps to Ensure Satisfactory Contract Performance | 17 |
| G.9 Contract Administration Plan (CAP) | 17 |
| SECTION H -- Special Contract Requirements | 19 |
| H.1 Identification Badges | 19 |
| H.2 Prospective Employee Background Check | 19 |
| H.3 Benefits to Members of Congress | 19 |
| H.4 News Releases | 19 |
| H.5 Affirmation of Non-Disclosure | 20 |
| H.6 Warranty | 20 |
| H.7 Data Ownership/Transfer/Access | 20 |
| H.8 Geen Initiative | 20 |
| SECTION I -- Contract Clauses | 21 |
| I.1 Observance of Laws | 21 |
| I.2 Disputes | 21 |
| I.3 Availability of Funds | 21 |
| I.4 Release of Claims | 21 |
| I.5 Order of Precedence | 21 |
| I.6 House Rules | 21 |
| I.7 Buy American | 21 |
| SECTION J -- List of Documents, Exhibits and Other Attachments | 23 |
| J.1 Attachments | 23 |
| SECTION K -- Representations, Certifications and Other Statements of Offerors | 24 |
| K.1 General Requirements | 24 |
| K.2 Financial Information | 24 |
| K.3 Company Background | 24 |
| K.4 Eligibility for Award | 24 |
| K.5 Period for Acceptance of Proposal | 24 |
| K.6 Signature | 24 |
| K.7 Buy American Act Certification | 25 |
| SECTION L -- Instructions, Conditions and Notices to Bidders | 26 |
| L.1 Pre- Proposal Conference | 26 |
| L.2 Content of Proposals | 26 |
| L.3 Submissions | 27 |
| L.4 Late Submissions and Revision of Proposals | 27 |
| L.5 Acknowledgement of Amendments to Solicitations | 27 |

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 4 of 29 |
|---------------------|------------------------------------|---|--------------|

| | | |
|--------------|---|----|
| L.6 | Restriction on Disclosure and Use of Data | 27 |
| SECTION M -- | Evaluation Factors for Award | 29 |
| M.1 | Evaluation Factors for Award | 29 |
| M.2 | Contract Award | 29 |

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 5 of 29 |
|---------------------|------------------------------------|---|--------------|

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF OBJECTIVES

Statement of Objectives for Seat Management services for the Office of the Chief Administrative Officer (CAO)

Objective

This document is intended to solicit Seat Management services for the Office of the Chief Administrative Officer (CAO) in the U.S. House of Representatives. Seat Management service, for the purpose of this contract, is defined as a method of installing and/or maintaining workstations for use by the staff in the Office of the CAO. This Seat Management contract includes desktop and laptop computers. This contract may be awarded to multiple vendors. Vendors may provide proposals for one or more of the following options:

1. Comprehensive plan
2. Deployment and on site Maintenance
3. Deployment only
4. Maintenance only.

Seat Management in the Office of the CAO will be known as the CAO Seat Management Program (CAOSMP), and will cover all desktops and laptops of CAO staff. The current CAO environment includes but is not limited to HP, Dell, Compaq, and a small number of Macintosh workstations and laptops.

The CAOSMP will consist of a Standard Hardware Configuration, a Standard Core Image deployment and onsite support services. The image will be prepared by House Information Resources (HIR), the technical support branch of the Office of the CAO. The image may be deployed by the Seat Management vendor.

The Office of the CAO requires the following:

- a) Year one A "per seat" price for deployment of one-third of the seats, e.g. ~ 333 per year. Vendor/House owned equipment.
- b) Year two A "per seat" price for deployment of one-third of the seats, e.g. ~ 333 per year. Vendor/House owned equipment.
- c) Year three A "per seat" price for deployment of one-third of the seats, e.g. ~ 333 per year. Vendor/House owned equipment.
- d) A flat monthly fee for onsite maintenance support. The number of support staff required should be recommended by the vendor.
- e) Exit strategy. Cost to purchase vendor owned Seat units at end of year one, end of year two, end of year three and each of the option years
- f) Please utilize Attachment 1 for a-e above.

Location of Work

This project covers CAO desktop services on the campus of the U.S. House of Representatives in Washington, D.C.

Background

The Chief Administrative Officer (CAO) of the U.S. House of Representatives is charged with providing support services to House Members, Committees, Leadership, Officers, and staff in Washington, D.C and District offices. The Office of the CAO requires approximately 700 desktops and 300 laptops for CAO employee or contractor use.

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|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 6 of 29 |
|---------------------|------------------------------------|---|--------------|

Scope of Work Requirements

- a). Provide desktops and laptops that meet the minimum House requirements (See Section J, including loading of the software, transportation and set up at customer workstation. If vendor leased, the equipment will either be returned to the vendor or the exit strategy enacted at the discretion of the customer. If we purchase, the equipment will be retained by the House.
- b) Manage/Track desktop, laptop and monitors inventory on continual basis.
- c) Vendor will be providing Tech support and maintenance on all the systems. (Provide hardware break/fix services approx. 1000 systems)
- d) Provide software and BlackBerry configuration, maintenance, updates and problem resolution
- e) Provide on-site support staff. Identify proposed staffing with resumes outlining experience. See section J

Outside of Scope

Call Center Support

User Account Administration

Interested vendors should submit bids using one or any combination of the following options:

Option 1 - Comprehensive Plan

The CAOSMP vendor will provide equipment at a rate of no less than once a year for three years at the discretion of the CAO. Bid should also include deployment cost and onsite maintenance. The number of support staff required for deployment and onsite maintenance thereafter should be determined by the vendor.

One third of the approximate 1000 existing workstations (estimated at 233 desktops and 100 laptops) will be replaced each year. If more than 333 workstations need to be deployed within the year, the CAO will determine the number for the deployment. The vendor will provide per unit pricing for desktops and laptops above the quantity of 333. Should economics of scale factor into the refresh rate, please identify the levels and corresponding prices on a separate attachment 8 (see Section J) and include in Section II L.1 CONTENTS OF PROPOSAL.

- a) The vendor is to identify whether the vendor leased units will be new or refurbished.
- b) Exit Strategy
- c) Identify the unit purchase price for desktops and laptops if we elect to terminate the program at any time, at the end of the first year and each succeeding year.
- d) Vendor Leased Equipment: The customer reserves the right to participate as an integral part in the procurement of the equipment. Lease of this equipment will be on a unit pass through basis to the customer. The customer can utilize its Blanket Purchase Agreements or the vendor's purchasing vehicles for equipment purchases at its discretion.

Option 2 - Deployment & On-Site Maintenance Plan

The House will provide the workstations and/or laptops. The CAOSMP vendor will provide deployment and onsite maintenance for desktops and laptops. The number of support staff required for deployment and onsite maintenance thereafter is to be recommended by the vendor.

The initial deployment of the first 333 workstations under Option 2 would target CAO staff using computers that are eligible for refresh or that requires replacement for other business needs.

Option 3 - Deployment Only Plan

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 7 of 29 |
|---------------------|------------------------------------|---|--------------|

The CAOSMP vendor will refresh equipment at a rate of no less than once a year for three years at the discretion of the CAO. Deployment timeline is estimated to be no more than three months per 12 month period. The House will provide the workstations and/or laptops. The CAOSMP vendor will provide deployment for desktops and laptops. The number of support staff required for deployment is to be recommended by the vendor.

The initial deployment of the first ~ 333 workstations under Option 3 would target CAO staff using computers that are eligible for refresh or that requires replacement for other business needs.

Option 4 - On-site Maintenance Only Plan

The CAOSMP vendor will provide maintenance of desktops and laptops. Occasional desktop/laptop deployments may be required. The number of support staff required for onsite maintenance is to be determined by the vendor.

Description of Work

1) Hardware/Software Installation and Setup (see Section J regarding Software)

Equipment installations will take place Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time.

The CAOSMP Vendor Installation Team will:

- a) Prepare workstation with installed image and standard software, validate, and inventory, to include personal digital assistant (PDA) devices, e.g. BlackBerry/iPhone, if applicable.
- b) Contact the customer no less than two working days prior to installation and schedule an appointment to perform the installation.
- c) Enter the customer-supplied TCP/IP address and network configuration.
- d) Verify successful network login.
- e) Set up the customer's default printer and any other printer(s) used on a regular basis.
- f) Print a test page to the customer's default printer.
- g) Obtain the customer's signature to verify service delivery completion.
- h) Provide a complete installation record to HIR technical support staff.

2) Data Security and Migration

When installing a new system, the CAOSMP vendor installation team back up data stored on the customer's PC to the central CAO server. After installation of the system, the CAOSMP vendor installation team will ensure the customer can access their data.

When removing a desktop system that is under Seat Management, the CAOSMP vendor will wipe all data from the system by following the internal process practiced by HIR. As part of the Seat Management proposal, the CAOSMP vendor may recommend another data wiping tool for consideration by HIR.

3) Technical Support

The HIR Technology Call Center (TCC) provides technical support for CAO staff. All service requests are first received by the TCC (level 1). Requests that are appropriate for the CAOSMP vendor support team will be escalated via the Remedy Customer Tracking System to the CAOSMP vendor support team (level 2). The on-site CAOSMP vendor support team will be assigned tickets pertaining to the hardware and software issues. Each incoming service request will be prioritized by the HIR Technology Call Center staff.

| | | | |
|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 8 of 29 |
|---------------------|------------------------------------|---|--------------|

When the HIR Technology Call Center receives a call, the calls are categorized as Normal or Urgent. Customers must be contacted within 4 hours for Normal requests, and within 1 hour for Urgent requests. An internal automated process exists to track status of the tickets and handle escalations as necessary. The CAOSMP vendor will update ticket status and close tickets upon completion.

CAOSMP Rollout Period - During the 24 hour period immediately following the installation of a new CAOSMP desktop, all customer calls to the HIR Technology Call Center will be given Priority 1 / Critical status. Following the 24 hour period, customers' calls will be treated as Normal or Urgent as determined by the HIR Technology Call Center.

Hardware Repair & Maintenance

The CAOSMP vendor shall provide options for on-site and depot repairs depending on the diagnosis and severity of the problem. Loaner equipment of functionally the same must be provided if the problem cannot be resolved within 4 hours.

On-site repair

A CAOSMP vendor service technician will attempt to repair equipment at the customer's location. Equipment that is not repairable on-site within 4 hours will be sent to a repair facility for repair.

Depot repair for Hardware (The CAO will provide space for depot repair.)

All equipment removed for depot repair will be replaced with a loaner system until the original equipment is repaired or replaced.

On-site exchange for CAOSMP

The CAOSMP vendor shall make provisions for the pickup of failed equipment and a CAOSMP vendor service technician must uninstall the failed machine and install the replacement machine. The response times will be based on the severity of the problem and the assignment of priorities. The objective is to minimize down time for CAO staff.

Lost and Stolen Equipment; It will be the responsibility of the vendor to pursue lost or stolen vendor owned equipment. The House will have no fiduciary responsibility for missing vendor owned equipment.

Deliverables

Procurement Reports, if applicable

Inventory Reports no less than monthly or as required

Installation Reports no less than bi-weekly or as required

Support Call Reports no less than monthly or as required

Warranty/Repair Reports no less than monthly or as required

Other Reports as required

Moves/Add/Changes (Optional)

CAOSMP vendor services for Moves/Adds/Changes (M/A/C) should be quoted as a separate optional service. The CAO may consider using quoted M/A/C services as determined by HIR or as needed to supplement existing HIR resources.

Management of SEAT program; Vendor proposals are to include a clear and concise Management approach on how you will execute each option that is bid on as well as a technical approach. E.g. what is your method for tracking equipment, how would you manage service calls?

Information Required

Option 1 Comprehensive Plan attached excel sheet

Equipment - 3 year lease of equipment for each of the deployments. Warranty coverage - parts only for three years. (No onsite support required.)

Identify lease cost per unit for both desktop & laptop. (Monitors not included.)

Lease will not commence until agreed upon yearly total deployment is completed.

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|---------------------|------------------------------------|---|--------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 9 of 29 |
|---------------------|------------------------------------|---|--------------|

For Vendor leased equipment - Provide a price. However, we reserve right to purchase direct from the manufacture.

Exit strategy - Provide a cost to purchase the units at the end of each year.

Deployment cost - Identify number of months you require to deploy ~333 units as well as cost, including number of staff you intend to use for this effort.

On - Site Maintenance - Identify annual and monthly cost as well as number of people who will be on-site.

Option 1A Payment schedule - Identify monthly equipment lease payment schedule.

For Options 2 & 3 same information is required. Refer to attached excel sheets with the titled options.

| | | | |
|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 10 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

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

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 11 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

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

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 12 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend for a base period of **36 months from date 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 **3** times for a period of **12** months each.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

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

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

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

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

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

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

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

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 13 of 29 |
|---------------------|------------------------------------|---|---------------|

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) 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 and at its discretion exercise the exit strategy for equipment. 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

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 14 of 29 |
|---------------------|------------------------------------|---|---------------|

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

F.7 HC.6.014 TERMINATION

AUGUST 2002

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

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.
 - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
 - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
 - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers 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.

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|---------------------|-----------------------------------|---|---------------|
| Solicitation | Document No. OPR1000001 | Document Title Seat Management 2010 | Page 15 of 29 |
|---------------------|-----------------------------------|---|---------------|

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS FEBRUARY 2005

All other changes which changes 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 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
- Invoice Number
- Invoice date and period of performance for which invoice represents
- Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

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

- Contract Line Item Number (CLIN)
- Period of Performance
- Brief Description of item and or service preformed
- Unit Price if applicable
- Extended Price
- Total Price of all deliverables contained on Invoice

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

e. **Invoices are to be emailed to the COR**

G.3 HC.7.005 PERFORMANCE MEASUREMENTS FEBRUARY 2005

a. The contractor shall provide performance summary reports as developed in conjunction with the contracting officer's representative (COR). The reporting format and schedule shall be determined by the COR. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract.

b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs) and or by other written reports. These VPEs or other written reports 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.

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 16 of 29 |
|---------------------|------------------------------------|---|---------------|

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet 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):

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

b. Contracting Officer's Representative (COR):

Name:
Title:
Address:

Phone:
Fax:
E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

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

c. Contract Administrator:

Jim Tiani
Procurement Management

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 17 of 29 |
|---------------------|------------------------------------|---|---------------|

358 Ford House Office Building
Washington, DC 20515
202-225-7158
james.tiani@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.7.009 KEY PERSONNEL FEBRUARY 2005

- a. The contractor shall assign key personnel by name, title, telephone number, and e-mail address. The contractor represents that the individual(s) are key personnel who will provide the services to the House in connection with this contract. See Section J Attachments
- b. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.7 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.8 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.9 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

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 18 of 29 |
|---------------------|------------------------------------|---|---------------|

gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction , and the performance measures contained in the Quality Assurance or Performanced-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.

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 19 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC-003 of this contract.

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

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

H.2 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.3 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.4 HC.8.006 NEWS RELEASES

MAY 2001

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 20 of 29 |
|---------------------|------------------------------------|---|---------------|

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

H.5 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" (see <http://www.house.gov/cao-opp/currentsol.shtml>) 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.6 HC.8.008 WARRANTY

JUNE 2001

(1) All warranty rights applicable to House owned equipment shall apply and pass through to any House designated contractor/vendor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.

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

(3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the contractor's published time and materials rates. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

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

JUNE 2001

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

H.8 GEEN INITIATIVE

Greening Initiative

In Management Approach of proposal please identify and expound upon Green Initiative Best Practices such as, energy saving equipment being proposed, disposal methods and processes used etc.

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 21 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION I -- CONTRACT CLAUSES

I.1 HC.9.002 OBSERVANCE OF LAWS MAY 2001

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

I.2 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within 30 calendar days from the receipt of such copy, the contractor may appeal in writing to CAO. The CAO's decision shall be final. Within 10 calendar days of the CAO final decision, the contractor may appeal the CAO's decision to the Committee on House Administration only for failure by the CAO for failure in following procedural guidelines. 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 in accordance with the CO's decision.

I.3 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.4 HC.9.006 RELEASE OF CLAIMS MAY 2001

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.

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.9.019 BUY AMERICAN MARCH 2003

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 22 of 29 |
|---------------------|------------------------------------|---|---------------|

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

(a) Definitions. As used in this clause--

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

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

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

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

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

(b) The Contractor shall 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."

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| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 23 of 29 |
|---------------------|------------------------------------|---|---------------|

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

J.1 ATTACHMENTS

| Item | Description |
|------|--|
| 1 | Pricing sheets Options Option 1 Comprehensive Plan Option 1A Payment Schedule Option 2 Deployment& Maintenance Option 3 Deployment Option 4 Maintenance |
| 2 | Key Personnel |
| 3 | Software Requirements |
| 4 | Desktop and Laptop specifications |

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 24 of 29 |
|---------------------|------------------------------------|---|---------------|

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.11.002 FINANCIAL INFORMATION JULY 2001

The offeror shall furnish company financial data for the last three years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published.

K.3 HC.11.004 COMPANY BACKGROUND JULY 2001

a. 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 ensure 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.

b. 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.4 HC.11.007 ELIGIBILITY FOR AWARD JULY 2001

The offeror 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 offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: 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; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, 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.

K.5 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 ___120___ calendar days after receipt of the offer.

K.6 HC.11.019 SIGNATURE AUGUST 2002

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 25 of 29 |
|---------------------|------------------------------------|---|---------------|

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

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

K.7 HC.11.020 BUY AMERICAN ACT CERTIFICATION

MARCH 2004

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause HC.9.019 of this solicitation entitled "Buy American Act."

(b) Foreign End Products:

End Product: [List as necessary]

Country of Origin: [List as necessary]

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 26 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 PRE- PROPOSAL CONFERENCE

A Pre-Proposal meeting will be held:

When: Monday November 16, 2009

Where: Room 108, Ford House Office Building 3rd & D Streets SW Washington, DC. 20515

Time: 11:00am

Conference Registration

Attendees MUST pre-register via email to james.tiani@mail.house.gov. **by 12:00pm Tuesday, November 10, 2009**

Information required:

- a) Your name
- b) Company representing & address
- c) Your email address
- d) Your phone number
- e) above information a-d for anyone you may be bringing. Limit to **2 guest plus yourself.**

Pre- Proposal Questions:

Questions for the pre-proposal meeting must be received no later **12:00 pm Thursday, November 12, 2009** via email to james.tiani@mail.house.gov. Subject line of email to be titled (your company name/Questions)

L.2 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) Section A of RFP. The offeror shall insert Section A of this solicitation with all required/applicable blocks completed. enclose Attachment 1 in this section.
- (2) Section G Contract Administration. Offeror shall complete the required sections of Section G.
- (3) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (4) Management Approach ,Technical Proposal. Green initiatives and Resumes. Specifications must comply with Section C.

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 27 of 29 |
|---------------------|------------------------------------|---|---------------|

(6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

(7) Offeror shall provide references for three current or recent (within three years) customers and three past customer, preferably in the public sector. List the agency/corporate name, address, name and title of the client contact, telephone number, and email address (clients served), description of contract deliverables, annual dollar value, performance periods, and type of contractual arrangements; e.g. fixed price, Time and Materials. other.

L.3 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one *electronic version of the proposal in Word or pdf. format* via email to james.tiani@mail.house.gov by the date and time as identified on page 1 section 9. Regarding the email of the proposal the Subject line **first word must be your Company's name & OPR10000001. One original hard copy is to be mailed by close of business that same day. The proposal prepared should be in sufficient detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Hand carried and /or facsimile of the proposal **will NOT be accepted**.**

L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt may not be considered for acceptance and will be at the discretion of the House.

L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

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

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by email if authorized.

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

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

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

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

- (2) Mark each sheet of data to be restricted with the following legend:

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 28 of 29 |
|---------------------|------------------------------------|---|---------------|

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

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|---------------------|------------------------------------|---|---------------|
| Solicitation | Document No. OPR10000001 | Document Title Seat Management 2010 | Page 29 of 29 |
|---------------------|------------------------------------|---|---------------|

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House may make multiple awards to offerors whose proposals meeting the requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Management approach / methodology
- (3) Corporate capabilities / bench strength
- (4) Experience of candidates (resumes) whom will be doing deployment and or maintenance.
- (5) Past performance
- (6) Oral presentation
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. 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.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

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

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

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