

2. CONTRACT NUMBER	3. SOLICITATION NUMBER OPR10000011	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/28/2009	6. REQUISITION/PURCHASE NUMBER
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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)
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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 NO HAND CARRIED until 2:00 PM local time 11/18/2009
(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 Christine Stewart	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 226-2757 EXT.:	C. E-MAIL ADDRESS
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X	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	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 (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	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) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)	28. AWARD DATE

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

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Diversity Consultant	(12/14/2009 to 06/13/2010)	0.00	ea	\$ _____	\$ _____
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The Period of Performance is an estimate only and the dates will be adjusted at the time of award.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

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.2 PRICE SCHEDULE

Offeror shall provide a firm fixed price for the services and include a detailed breakdown of the cost, level of effort for the individuals proposed and services provided.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF OBJECTIVES

1. Objective:

The Office of the Chief Administrative Officer (CAO) of the U.S. House of Representatives seeks to have an assessment and analysis of its overall organizational diversity and inclusiveness status.

2. Background:

The Office of the Chief Administrative Officer (CAO) at the U.S. House of Representatives (House) provides operational, technical, logistical, financial, and administrative support services to the House community, which comprises some 10,400 employees. The CAO organization is comprised of more than 650 technical and administrative staff. The CAO provides services in the following areas: information technology, finance, budgetary management, equipment and assets management, human resources, payroll, child care, training and development, employee assistance, food and vending, procurement and contract/vendor management, administrative counsel, and a myriad of other business, operational, and logistical services.

Each Office within the House is its own employing authority; as such, the head of each office determines the terms and conditions of employment and service for their staff. These terms and conditions must be consistent with applicable Federal laws and House Rules. Additionally, employment within the House and the CAO is at-will and all employees serve at the pleasure of the Office.

The CAO is an equal opportunity employer and does not discriminate on the basis of an individual's race, color, religion, sex, national origin, disability, military status, age, or any other factor prohibited by the Congressional Accountability Act (CAA). This commitment to equal opportunity includes all hiring, discharge, promotions, pay, benefits, reassignment, and other personnel decisions, affecting the terms, conditions, and privileges of employment.

The Office of the CAO was created at the initiation of the 104th Congress in 1995. The Chief Administrative Officer is an Officer of the U.S. House of Representatives who is elected every two years when the House organizes for a new Congress. Daniel P. Beard, the current CAO, is serving his second Congress in that position.

3. Scope:

As America becomes increasingly diverse, employers are recognizing the need to create workplaces that are welcoming and inclusive. Such environments attract the broadest range of applicants so organizations can hire and retain the most talented employees.

Bringing together employees with various perspectives has other benefits as well, such as enhanced creativity, better business solutions, and customer service. An organization that is familiar with the preferences of various demographic groups can better position its services for its customers. Employees who feel valued perform better, so a workplace without tension created by a clash of cultures is more productive. Ultimately, businesses that effectively manage diversity will outperform their competition.

The Office of the Chief Administrative Officer (CAO), like any employer, has a desired goal of a balanced workforce, reflecting the availability of qualified persons in the surrounding community, and an organization which helps to improve opportunities for the employment of individuals from all the protected classes, including, but not limited to: race and ethnicity, gender, age, disability status, and veteran's status. The CAO looks to institutionalize the commitment to diversity and inclusion by addressing key operating procedures and essential issues of governance and policy and their links to the constituents served by the organization.

The CAO looks to broadly define diversity to encompass differences beyond race and sex, and promote the message that it welcomes all talented, committed employees, regardless of their origins, appearance, age, gender, beliefs, or other irrelevant considerations.

4. Statement of Objectives:

The Contractor shall:

1. **Define diversity** - Assist CAO leadership with drafting and establishing an organizational definition and scope for diversity.
2. **Conduct an overall organizational diversity assessment** - Examine the CAO's overall diversity status to identify strengths and challenges of the organization as they relate to diversity. Identify the perspectives of internal and external stakeholders about the work of the evolving CAO organization and the workplace, both in its current and desired future state.

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3. **Assess the cultural competency of leadership and staff** - Assess the cultural competency of leadership and staff, and recommend and/or supply a training outline or package for use by the CAO in improving the cultural competency of leadership and staff, as needed.

4. **Development of a blueprint for becoming a more diverse and inclusive workplace** - Assist with the development of a blueprint for further action toward the CAO organization becoming a more diverse and inclusive workplace.

5. **Recommend revisions in systems and procedures** - Focus on internal systems and procedures, such as recruitment and hiring procedures, promotions, terminations, professional development and procedures used for grievances or layoffs, which can lead to increased results in diversity and inclusion in the workforce.

6. **Recommend enhancements in governance and policy** - Examine the organization's mission, strategic plan and policies as they relate to cultural and racial diversity and recommend enhancements as necessary.

5. Phases and Deliverables:

Based on the above objectives, the contractor shall provide a report and executive summary that will include:

1. CAO organizational definition and scope of diversity.

2. The CAO's overall diversity status with identified strengths and challenges of the organization as they relate to diversity. Perspectives of internal and external stakeholders about the evolving work of the CAO organization and the workplace, both in its current and desired future state.

3. Analysis of the cultural competency of leadership and staff with recommended training outline or package for use by the CAO in improving the cultural competency of leadership and staff.

4. Blueprint for further action toward the CAO organization becoming a more diverse and inclusive workplace.

5. Analysis of internal systems and procedures such as recruitment and hiring procedures, promotions, terminations, vendors used, professional development and procedures used for grievances or layoffs, and ways that they can lead to increased results in diversity and inclusion in the workforce.

6. Analysis of the organization's mission, strategic plan, and policies as they relate to cultural and racial diversity, and recommended enhancements as necessary.

6. Work Products

All products required under this contract shall be delivered in hard and soft copy and become the property of the House as work for hire.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

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

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from date of award through six (6) months. However, this is an estimate only and the actual period of performance will be based on the Offeror's proposed delivery schedule for completing each of the identified tasks.

F.2 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.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

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

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

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

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

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

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

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

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

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

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

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

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

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

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

- (1) Referring to the notice of proposed debarment;
 - (2) Specifying the reasons for debarment;
 - (3) Stating the period of debarment, including effective dates; and
 - (4) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 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.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE SEPTEMBER 2001

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

F.6 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

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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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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

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

G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES FEBRUARY 2005

a. Contracting Officer (CO):

CAO Procurement Management
Room 358 Ford House Office Building
U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921
Fax: (202) 226-2214

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

b. Contracting Officer's Representative (COR):

AS DESIGNATED BY THE CO. A copy of the COR Designation Memorandum will be provided to the Contractor with the COR's contact information.

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:

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- 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:

AS DESIGNATED BY THE CO. A copy of the COR Designation Memorandum will be provided to the Contractor with the CA's contact information.

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.3 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005

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

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

b. The ACR shall provide periodic status reports to the COR. 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.4 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.5 HC.7.009 KEY PERSONNEL FEBRUARY 2005

KEY PERSONNEL AND PROPOSED PROJECT TEAM:

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 an award. At a minimum, the Contractor shall designate a Program Manager as key personnel. The Contractor shall have knowledge of and experience with the U.S. House of Representatives Legislative Member and Committee Office operations.

INDIVIDUAL'S NAME	TITLE	TELEPHONE # & E-MAIL ADDRESS
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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

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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.6 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
- 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)

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

- Contract Line Item Number (CLIN)
- Period of Performance
- Brief Description of Item
- Quantity Delivered
- Unit Price
- Extended Price
- Total Price of all deliverables contained on Invoice
- Payment Terms, if appropriate (Example: 2% 10 - Net 30)

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

e. 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.7 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.8 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR and authorized contractor representative(s) shall meet as determined by the COR. The purpose of the meetings are 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.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

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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.

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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.8.003 of this contract.

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

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

H.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, Director of Administration 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

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

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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," which may be downloaded at <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.

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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

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

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

K.1 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. Organizational diagram and biographies for corporate officers.
- c. Brief business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.

K.2 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.3 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 _____ calendar days after receipt of the offer.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 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. 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 - The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) Section B - Price Schedules - Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- (3) Section G Contract Administration - Offeror shall complete the required sections of Section G.
- (4) Section K - Representations, Certifications, and Statements of Offerors - Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal - specifications must comply with Section C.
- (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 five current or recent (within three years) customers and five past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, annual dollar value, performance periods, and type of contractual arrangements.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Proposals are due by 2:00 p.m. Wednesday, November 18, 2009. Offerors shall submit one (1) original copy to CAO Procurement Management, 327 Ford House Office Building, Washington, D.C. 20515, and one electronic version in MS Word or PDF format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Offerors are reminded to keep the solicitation package to a minimum. The Proposal package shall clearly identify firm name and address and solicitation number.

The electronic version shall be emailed to Christine.stewart@mail.house.gov with a copy to Lawrence.toperoff@mail.house.gov. The subject line of the email message shall be Diversity Consultant RFP. No hand carried proposals will be accepted and facsimile proposals will NOT be accepted. **Receipt of the electronic version by email by the due date and time will satisfy the submission deadline requirement.** The hard copy should follow in the mail within five days of the due date.

Questions concerning this RFP must be submitted in writing via email to Christine.stewart@mail.house.gov and the deadline for receipt of all questions is 2:00 p.m. Friday, November 6, 2009. Questions and answers will be published in an amendment to the solicitation.

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

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is considered to be in the best interest of the House by the CO or is received before award is made, and it:

- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

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(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the e-mail or the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or e-mail received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

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

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

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

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

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

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

Any award resulting from this solicitation will be made based on the greatest value to the House, i.e. the most advantageous combination of technical and price factors in accordance with the evaluation plan.

The following factors will be considered in descending order of importance:

Assessment Project Plan

- Please submit proposal responsive to the requirements detailed above.
- Flexibility in approach and recommendations is desirable.
- Proposals should contain a project description/approach for diversity and inclusiveness assessments, program/strategy development, measures, and training options.
- Project timeline.
- Examples of deliverable for comparable projects.

Corporate Capabilities and Previous Experience

- The contractor shall demonstrate past experience/performance with conducting comprehensive diversity and inclusiveness assessments, program development, training and organizational development.
- Proven knowledge of, and successful implementation of diversity and inclusiveness assessments, program/strategy development, measures, and training expertise.
- Thorough understanding of issues of diversity and inclusiveness.
- Experience working with government agencies on similar efforts.
- Submit three references of recent contracts with similar scopes, preferably public sector clients.

Qualifications of Proposed Personnel

- Please submit resumes of proposed personnel.

*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.
3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract 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.

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c. The House intends to evaluate proposals and to award a single contract 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.