

SOLICITATION AND OFFER			1. [BLANK]			Page 1					
2. CONTRACT NUMBER		3. SOLICITATION NUMBER OPR13000006		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/28/2012		6. REQUISITION/PURCHASE NUMBER			
7. ISSUED BY CAO Acquisitions & Contract Management 358 Ford HOB Washington, DC 20515 TEL: (202) 226-2921 ext. FAX: (202) 226-2214 ext.				CODE ACM		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 <u>0</u> 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 <u>See Section L Proposal Submission</u> until <u>4:00pm</u> local time <u>12/20/2012</u> (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		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.			C. E-MAIL ADDRESS				
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	X	I	CONTRACT CLAUSES			20-23
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
X	C	DESCRIPTION/SPECS./WORK STATEMENT			5-6	X	J	LIST OF ATTACHMENTS			24
X	D	PACKAGING AND MARKING			7	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE			8	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			25-30
X	F	DELIVERIES OR PERFORMANCE			9-12						
X	G	CONTRACT ADMINISTRATION DATA			13-16	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			31-32
X	H	SPECIAL CONTRACT REQUIREMENTS			17-19	X	M	EVALUATION FACTORS FOR AWARD			33
OFFER (Must be fully completed by offeror)											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> 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 (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 AREA CODE NUMBER EXT.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE		
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.											

Line Item Summary	Document Number OPR13000006	Title Leather Hides 2013	Page 1A
--------------------------	---------------------------------------	------------------------------------	-------------------

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

0001	Leather Hide	(02/15/2013 to 02/14/2014)	0.00	ea	\$ _____	\$ _____
Provide leather hide in any colors per the specifications in this solicitation. Price is per square foot.						

0002	Option Period 1 Leather Hide	(02/15/2014 to 02/14/2015)	0.00	ea	\$ _____	\$ _____
Provide leather hide in any colors per the specifications in this solicitation. Price is per square foot.						
						OPTION PERIOD

0003	Option Period 2 Leather Hide	(02/15/2015 to 02/14/2016)		ea	\$ _____	\$ _____
Provide leather hide in any colors per the specifications in this solicitation. Price is per square foot.						
						OPTION PERIOD

0004	Option Period 3 Leather Hide	(02/15/2016 to 02/14/2017)	0.00	ea	\$ _____	\$ _____
Provide leather hide in any colors per the specifications in this solicitation. Price is per square foot.						
						OPTION PERIOD

Line Item Summary	Document Number OPR13000006	Title Leather Hides 2013	Page 1B
--------------------------	---------------------------------------	------------------------------------	-------------------

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
-------------------------	--------------------	---	-----------------	----------------------	-------------------	--

0005	Option Period 4 Leather Hide	(02/15/2017 to 02/14/2018)	0.00	ea	\$ _____	\$ _____
------	------------------------------	----------------------------	------	----	----------	----------

OPTION PERIOD

Provide leather hide in any colors per the specifications in this solicitation.
Price is per square foot.

TABLE OF CONTENTS

SECTION B:	Supplies or Services and Pricing	4
SECTION C	Description of Supplies and Services	5-6
SECTION D	Packaging and Marking	
D.1	Payment of Postage and Fees	7
D.2	Marking	7
D.3	Packaging	7
SECTION E	Inspection and Acceptance	
E.1	Inspection of Services	8
E.2	Failure to Perform	8
SECTION F	Deliveries or Performance	
F.1	Period of Performance	9
F.2	Option to Extend the Term of the Contract	9
F.3	Suspension and Disbarment	9-10
F.4	Liquidated Damages	10
F.5	Payment for Non-Performances	11
F.6	U.S. Federal Holidays	11
F.7	Notice to the House of Delays	11
F.8	Termination	11-12
SECTION G	Contract Administration Data	
G.1	Ordering	13
G.2	Modifications	13
G.3	Invoices	13
G.4	Authorized House Representatives	13-15
G.5	Authorized Contractor Representative	15
G.6	Progressive Steps to Ensure Satisfactory Contract Performance	15
G.7	Release of Claims	16
G.8	Reports/Plans/Schedules	16
SECTION H	Special Contract Requirements	
H.1	Contract Type	17
H.2	Insurance	17
H.3	Identification Badges	17
H.4	Prospective Employee Background Check	17-18
H.5	Benefits to Members of Congress	18
H.6	News Releases	18
H.7	Affirmation of Non-Disclosure	18
H.8	Data Ownership/Transfer/Access	18
H.9	Information Security	18-19
H.10	Compliance with Emergency Procedures	19
H.11	Warranty	19
SECTION I	Contract Clauses	
I.1	Authorized Changes Only by the Contracting Officer	20
I.2	Observance of Laws	20
I.3	Disputes	20
I.4	Availability of Funds	20

I.5	Order of Precedence	20
I.6	House Rules	21
I.7	Compliance with All Laws	21
I.8	Liability of the House	21
I.9	Liability of the Contractor	21
I.10	Gratuities	21
I.11	Assignment	21
I.12	Buy American	22
I.13	Employment Eligibility Verification	22-23
SECTION J	List of Documents, Exhibits and Other Attachments	
J.1	Attachments	24
SECTION K	Representations, Certifications and Other Statements of Offerors	
K.1	General Requirements	25
K.2	Authorized Company Officials	25
K.3	Eligibility for Award	25-26
K.4	Central Contractor Registration	26-28
K.5	Financial Information	28-29
K.6	Company Background	29
K.7	Period of Acceptance of Proposal	29
K.8	General Services Administration Schedule or Government –Wide Acquisition Certification	29-30
K.9	Quality Information	30
K.10	Signature	30
SECTION L	Instructions, Conditions and Notices to Bidders	
L.1	Acknowledgement of Amendments to Solicitations	31
L.2	Restriction on Disclosure and Use of Data	31
L.3	Submissions	31
L.4	Content of Proposals	31-32
SECTION M	Evaluation Factors for Award	
M.1	Evaluation Factors for Award	33
M.2	Contract Award	33

SECTION B – SUPPLIES OR SERVICES AND PRICING

Please provide your pricing on pages 1A & 1B under Unit Price header for all five CLINS.

-All colors to be same unit price.

Pricing is to be identified as dollars per square foot.

For your planning purposes, this contract has a potential value of \$160,000 per year.

Please refer to Section H, H.1 for important information.

SECTION C – DESCRIPTION OF SUPPLIES AND SERVICES**C.1 SPECIFICATIONS**

The U.S. House of Representatives (hereafter referred to as “the House”) seeks to acquire the services of a vendor (hereinafter, "the Contractor") to provide leather hides to the Logistics and Support Upholstery /Drapery Department of the House.

The House is issuing this Request for Proposal (RFP) in order to establish a contractual relationship with a contractor that meets the specifications contained herein and provides the lowest cost.

Scope

The Contractor shall use their own facilities to manufacture/produce leather hides for the House in accordance with the specifications contained herein. Except as otherwise specified, all products supplied under this contract shall conform to the requirements of this section.

Leather Hide Specifications

The leather shall be heavy "native" American steer hides only (American). Each order must include certification that the hide(s) are from American steer.

- Weight: The weight shall be 3 oz. + or - 1/4 oz. Top grain finished upholstery leather.
- Size: The hide in each order shall average no less than fifty (50) square feet.
- Thickness: The thickness shall be uniform throughout the hides and be no less than 1/32 inches and no more than 3/64 inches.
- Tannage: The leather shall be tanned by a vegetable mineral, synthetic process or suitable combination of such processes, and shall be clean and uniform. The leather shall be prepared using leather industry 'best practices' for minimizing environmental impact of the manufacturing process.
- Color: The hides must be drum dyed to match the final surface color of the corresponding master samples on file. The dye shall penetrate the entire thickness of the leather. Dye shall be sealed to eliminate the staining of any substance or materials.
 - Most popular colors
 - Longworth Blue
 - Black
 - New Navy
 - Remainder of Colors
 - Longworth Red
 - Saddle
 - Williamsburg Brown
 - Cannon Green
 - Rayburn Blue
 - House Floor Brown
 - Brown

- **Finish:** The finish shall be uniform in color and sheen. The design, texture, and color shall match the corresponding master samples and shall be free from dirt, cracks, and other defects that would be detrimental to appearances.
- **Stucco:** Used to fill scars for a uniform finish must be less than 5 % of the total 50 square feet of the hide or no more than 2.495 square feet of the hide.
- **Trimming:** The leather shall be whole hides, evenly trimmed, with the head cut off behind the natural openings, the shanks cut off above the knees, and the tail not more than 2" long.
- **Crocking:** The leather shall not crock.

Contractor Samples

As part of the bid, one sample of each Black leather hide, measuring 2 ft. x 2 ft. square, must be sent free of charge prior to the closing date of this solicitation to:

Jim Tiani
Office of Acquisitions Management
358 Ford House Office Building
Washington, DC. 20515

Please ensure that this package contains a cover letter titled, "**Sample Leather Hides RFP OPR13000006**" and your company name.

The samples will not be returned.

Contractor Manufacture Methodology

The properties and methods used to produce the submitted sample shall not be changed during the course of the contract without written approval from the Contracting Officer.

Manufacturing Location Change

If it becomes necessary for the Contractor to change the location of the manufacture for units provided to the House under this contract, the Contractor shall notify the House immediately and no less than thirty (30) days in advance of such change in location. The House reserves the right to terminate the contract under the Section F.9 herein if, in the opinion of the Contracting Officer, such a move would prevent the Contractor from meeting the specifications contained herein.

Delivery

Delivery will be no later than 60 days after placement of each order. An earlier delivery schedule is acceptable. Partial deliveries are not permitted. This delivery schedule applies to any purchases made under this agreement. See Section D for instructions for marking and packaging requirements. Deliveries will be FOB Destination.

Ordering

Any supplies and services to be furnished under this contract shall be ordered by issuance of purchase orders signed by the Contracting Officer for the House of Representatives. Such orders may be issued at any time during the period of performance of this contract.

The preferred method of the House order delivery process is via email. Please ensure that you provide in your proposal response the name(s) and email address of the person(s) that the purchase order should be sent to in your organization.

Facsimile is the second preferred method of purchase order delivery followed by direct mail. If the order is directly mailed, the purchase order is considered "issued" when the Government deposits the order in the mail.

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.

D.2 HC.4.004 MARKING AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.3 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

SECTION E -- INSPECTION AND ACCEPTANCE**E.1 HC.5003 INSPECTION OF SERVICES**

JUNE 2002

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

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

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

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

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

- a) Refer to Section F.5 HC.6.009, Payment for Non-Performance.
- b) Reduce the contract price to reflect the reduced value of the services performed; or
- c) Terminate the contract for default.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract Base Period of Performance is one year from date of award.

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

The House may extend the term of this contract up to four (4) times for a period of one year each time (total 48 months). Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F.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 remaining total value of the contract cost per day

and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.6 U.S. FEDERAL HOLIDAYS

The House only recognizes U.S. Federal government-mandated or designated holidays as eligible for Non-Standard labor classification. These holidays include, but are not limited to:

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

F.7 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.8 HC .6.014 TERMINATION

AUGUST 2002

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

- a) **For Default:** The CO may terminate this Contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this Contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.
- b) **For Convenience:** The House shall have the right to terminate this order, in whole or in part, at any time, with 30 days written notice to the Contractor.
- c) If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with the terms and conditions of the contract. Contractor may claim only properly supported out-of-pocket costs, plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.

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

i) Surrender all identification/access passes, decals, keys, etc., issued by the House, for all Contractor representatives and employees on the effective date to COR.

ii) Complete satisfactory settlement of all customer complaints and claims.

(iii) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.

iv) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the House and ordinary wear and tear excepted, on the effective date.

v) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and at Contractor's expense. If the Contractor fails to act, this Contract authorizes the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and, out of the proceeds of sale, satisfy all costs and indebtedness to the House.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.001 ORDERING

FEBRUARY 2005

All work performed by the contractor shall be authorized by individual task or delivery orders. Issuance of orders is at the sole discretion of the House.

G.2 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.3 HC.7.003 INVOICES

FEBRUARY 2005

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

b) A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

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

Item description and quantity delivered, unit and extended price.

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

d) All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a) Contracting Officer (CO):

Raymond Griswold

Director, Acquisitions and Contract Management

Room 358, Ford House Office Building

U.S. House of Representatives

Washington, DC 20515

(202) 225-2921

Raymond.Griswold@mail.house.gov

i) Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

ii) The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

iii) The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects

any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b) Contracting Officer's Representative (COR):

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

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

ii) Additional responsibilities of the COR are as follows:

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

c) Contract Specialist:

Jim Tiani
Acquisitions Management
Room 358, Ford House Office Building
U.S. House of Representatives
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.5 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

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

Name:

Title:

Address:

Phone:

Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause G.10 (HC.7.005) of this contract. 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.6 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.7 HC.7.025 RELEASE OF CLAIMS
FEBRUARY 2005

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

G.8 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005

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

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

SECTION H -- SPECIAL CONTRACT REQUIREMENTS**H.1 CONTRACT TYPE**

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

H.2 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a) Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b) Other insurance as directed by the contracting officer.

H.3 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

If deemed necessary by the COR, 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 employee's 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.4 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a) The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b) The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, 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.5 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

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

H.6 HC.8.006 NEWS RELEASES MAY 2001

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

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

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this Contract shall sign an "Affirmation of Non-Disclosure," which can be obtained from www.house.gov click on Officers and Organizations, then click on Chief Administrative Officer, then click on heading Vendors, then click on Procurement Opportunities, then click on Reference Documents prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Key personnel must submit the signed Affirmation of Non-Disclosure with the proposal.

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

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

H.9 HC.8.004 INFORMATION SECURITY OCTOBER 2003

a) All Contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as HIR/NUC, are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOLS). HISPOLS may be obtained on the Internet at www.house.gov by clicking on Officers and Organizations, then click on Chief Administrative Officer, then click on heading Vendors, then click on Procurement Opportunities, then click on Reference Documents. A hard copy may be obtained by calling the HIR Information Systems Security Office at 202-226-4988.

b) Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed necessary. In addition, Contractor personnel shall not remove Confidential Business Information or Confidential House Information from the Capitol campus.

c) All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.

d) Contractor is not permitted to transfer data from House computers to Contractor computers.

e) The security and integrity of electronic drawing documentation files must be maintained at all times. To that end, project-related Computer-Aided Design (CAD) files of House or AOC maintained or utilized structures shall not be distributed using electronic methods (i.e. Internet, e-mail). All distribution and receipt will be conducted using hand-carried media.

H.10 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

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

H.11 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

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 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

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

I.5 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

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

I.6 HC.9.015 HOUSE RULES**MAY 2002**

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

I.7 HC.9.009 COMPLIANCE WITH ALL LAWS**JUNE 2002**

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

I.8 HC.9.010 LIABILITY OF THE HOUSE**JUNE 2002**

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

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

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

I.10 HC.9.013 GRATUITIES**JUNE 2002**

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

I.11 HC.9.014 ASSIGNMENT**JUNE 2002**

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

I.12 HC.9.019 BUY AMERICAN

MARCH 2003

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

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

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

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

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

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

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

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

I.13 HC.13 EMPLOYMENT ELIGIBILITY VERIFICATION

April 2012

(a) Definitions. As used in this clause,

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee:

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. "Subcontractor" means any party that furnishes supplies or services to or for a prime Contractor or another subcontractor. "United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

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

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 60 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire.

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

(i) All new employees.

(A) Enrolled 60 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire; or

(B) Enrolled less than 60 calendar days. Within 60 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire.

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

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

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

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

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

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**J.1 ATTACHMENTS**

Item #	Description	# Pages
1	Affirmation of Non-Disclosure	1

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**K.1 HC.11.001 GENERAL REQUIREMENTS**

JULY 2001

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

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

K.2 AUTHORIZED COMPANY OFFICIALS

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

Name	Title	Telephone Number	E-Mail Address
------	-------	------------------	----------------

K.3 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

a. By submitting a Proposal in response to this solicitation, the Contractor certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the Contractor within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against it for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract;
- (2) Violation of federal or state antitrust statutes relating to the submission of offers; or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b. The Contractor also certifies that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this provision.

c. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the contracting officer determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the House as agents or representatives of other contractors.

d. Contractors included in the EPLS (Excluded Parties Listing Service - www.epls.gov) as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable,

subcontracts, under the conditions and for the period set forth in the statute or regulation. The House shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that period. The EPLS includes the following:

- (1) Names and addresses of all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule, with cross-references when more than one name is involved in a single action;
- (2) Name of the agency or other authority taking the action;
- (3) Cause for the action or other statutory or regulatory authority;
- (4) Effect of the action;
- (5) Termination date for each listing;
- (6) DUNS No.;
- (7) Social Security Number (SSN), Employer Identification Number (EIN), or other Taxpayer Identification Number (TIN), if available; and
- (8) Name and telephone number of the agency point of contact for the action.

e. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties.

f. After the opening of bids or receipt of proposals:

- (1) The Contracting Officer shall review the EPLS.
- (2) Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids, and rejected unless the Director, Office of Procurement Management determines in writing that there is a compelling reason to consider the bid.
- (3) Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed Offeror during a period of ineligibility, unless the Director, Office of Procurement Management determines, in writing, that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Contracting Officer may, but is not required to, consider such proposals, quotations, or offers.
- (4) Immediately prior to award, the Contracting Officer shall again review the EPLS to ensure that no award is made to a listed contractor.

K.4 CENTRAL CONTRACTOR REGISTRATION

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

- i) Purchases that use a Government-wide commercial purchase card as both the purchasing and payment mechanism, as opposed to using the purchase card only as a payment method;

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

b. Definitions. As used in this clause:

- i) "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
- ii) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- iii) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.
- iv) "Registered in the CCR database" means that:

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2).The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

c. By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

i) The Contractor shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

d. If the Contractor does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Contractor.

e. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Contractors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

f. The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the House's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates to its information in the CCR database to ensure it is current, accurate and complete.

Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

g. If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- i) change the name in the CCR database;
- ii) comply with the requirements of the House Novation Agreement; and
- iii) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name. If the Contractor fails to comply with the requirements of paragraph (g) of this clause, or fails to perform the agreement at paragraph (g)(3) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be non-responsive and ineligible for award

h. Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-866-606-8220, or 269-961-5757.

K.5 HC.11.002 FINANCIAL INFORMATION

JULY 2001

a) The Contractor shall furnish the company's audited financial statements for the most recent three (3) years for which audited financial statements exist, and the Contractor's Dun and Bradstreet (DUNS) number. If the Contractor does not possess audited financial statements, the Contractor may submit copies of Balance Sheets, Profit and Loss Statements, and tax returns for the same period.

b) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one, and indicate that it is an existing or prospective Contractor for the United States' Government when contacting their local Dun and Bradstreet office.

i) A Contractor may obtain a DUNS number:

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

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

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

- (1) Company legal business;
- (2) Trade style doing business, or other name by which the entity is commonly recognized;
- (3) Company physical street address, city, state and zip code;
- (4) Company mailing address, city, state and zip code (if different from the physical address);
- (5) Company telephone number;

- (6) Date company was legally established;
- (7) Number of employees at your location;
- (8) Chief Executive Officer / Key Manager;
- (9) Line of business (industry); and
- (10) Company headquarters name and address (reporting relationship within your entity).

Enter Contractor's Dun and Bradstreet Number: _____

K.6 HC.11.004 COMPANY BACKGROUND

JULY 2001

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

- a) Legal name of the company.
- b) Organization diagram of Company
- c) Brief business history.
- d) Disclose any lawsuits in which the Company is a named defendant within the last three (3) years and status of each such case.
- e) Key point of contact(s) (POC) list and telephone number.

Name	Title	Telephone Number	E-Mail Address
------	-------	------------------	----------------

K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within **180** calendar days after receipt of the offer.

K.8 HC.11.021 GENERAL SERVICES ADMINISTRATION SCHEDULE OR MARCH 2004
GOVERNMENT-WIDE ACQUISITION CONTRACT
CERTIFICATION

Note: Only complete this section if you are proposing pricing based upon a GSA or GWAC Schedule.

The prime contractor, offeror to receive award, must hold a valid, currently in force, General Services Administration (GSA) Schedule or Other Government-Wide Acquisition Contract (GWAC) that allows placement of orders/awards against the applicable schedule or contract by a legislative branch agency. When responding to this solicitation the respective GSA Schedule or GWAC number, pertinent GSA Special Item Number(s) (SINs) or Contract Line Item Number(s) (CLINs), and contract end date must be provided along with the respective agencies contracting officer's name and phone number.

GSA Schedule or GWAC Number: _____ Contract End Date: _____

SINs or CLINs with Description: [List as necessary]

Contracting Officer Name: _____

Contracting Officer Telephone Number: _____

K.9 HC.11.006 QUALITY INFORMATION

JULY 2001

Quality Policy

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

K.10 HC.11.019 SIGNATURE

AUGUST 2002

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

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

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

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

The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.2 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

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

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

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

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

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

L.3 HC.12.003 SUBMISSIONS MARCH 2004

Offerors shall submit their entire proposal, **via e-mail to james.tiani@mail.house.gov** in Adobe PDF or Microsoft Word by the **4:00pm December 20, 2012**. The size of the file shall not exceed 20 Megabytes (MB). Subject line of email should read (company Name) and OPR13000006 Leather Hides. Late submissions will not be accepted. Revision to original proposal will be accepted as long as they are received by the aforementioned due date (negotiations and best and final offer after receipt of proposal are exempt).

L.4 HC.12.002 CONTENT OF PROPOSALS OCTOBER 2001

Each proposal shall be divided into two (2) separate electronic folders complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the evaluation will parallel the order specified in this solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Offerors whose products or capabilities are misrepresented during the solicitation phase, who are

subsequently awarded a contract, may be subject to the penalty provisions of the contract. Responses that only indicate acknowledgement of the requirement will be evaluated less favorably compared to those more descriptive in nature.

Proposals should not necessarily reiterate the House text but rather be presented in the offers own words. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from consideration

Electronic Folder I - Price Proposal. The Price Proposal shall be divided into the following distinct and marked parts.

Section 1 - The Offeror shall insert Section A, pages with all required/applicable blocks completed.

Section 2 - Price Schedule Attachment 1 Section B. The Offeror shall provide the pricing for the schedules

Section 3 - Affirmation of Non-Disclosure. Attachment 2. Offeror's personnel will be required to sign before commencement of work or prior to receipt of confidential information which may be provided during the course pre-award.

Section 4 - Acknowledgement of Amendments. The Offeror shall acknowledge receipt of all amendments, as defined in Section L.2.

Section 5 - Representations, Certifications and Other Statements. The Offeror shall insert Section K in its entirety.

Electronic Folder II – Technical Proposal

Section 1- Specifications

Compliance with the specifications will be determined by examining the leather hide samples that the offeror provides as compared to House samples and specifications identified in Section C of this proposal. The Contractor is required to certify in writing that the leather hides submitted in response to any contract awarded pursuant to this solicitation meet the specifications forth in Section C of this solicitation.

Section 2 - Past Performances

The Contractor shall provide references for three (3) current or recently completed (within the past two years) projects of similar scope and size. The House, at its discretion, may contact these references to verify provided information.

SECTION M -- EVALUATION FACTORS FOR AWARD**M.1 HC.13.001 EVALUATION FACTORS FOR AWARD**

JULY 2001

The House may make a single or multiple awards for Leather Hides, whichever is in the best interests of the House. Offers will be evaluated based upon:

- Inspection of sample leather hides;
- Compliance with the specifications set forth in Section C of this solicitation; and
- Price.

The House anticipated making award of this contract to the low priced, technically acceptable offeror.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a) The House may make single or multiple awards 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:
 - i) reject any or all offers, if such action is its interest,
 - ii) waive informalities and minor irregularities in offers received.
- c) The Awardee will be sent a pack of master samples that show the color and finish on all current House leather hides.