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## **SECTION B - PRICING SCHEDULE**

### **B.1. PRICING**

B.1.1. See C.3.2.1 and Attachment J.1

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## SECTION C - DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

### U.S. HOUSE OF REPRESENTATIVES TECHNOLOGY SERVICES STATEMENT OF WORK

#### C.1. INTRODUCTION

The Office of the Chief Administrative Officer (“**CAO**”) has been tasked by the Committee on House Administration with supporting and maintaining the information technology (“**IT**”) and service support structure of the U. S. House of Representatives (“**House**”). The environment is composed of 441 Member offices and over 50 Committee, Leadership, and support offices. There are approximately 12,000 staffers of the House and approximately 950 district offices across the United States and Territories.

#### C.2. DEFINITIONS

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

“**ACOR**” means the Alternate Contracting Officer’s Representative (see, especially, Section G.1(b) of the Contract).

“**Addendum**” or “**Addenda**” means an agreement that provides additional terms and conditions to an existing Client Work Order between the Contractor and Client.

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

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

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

“**Client Data**” shall mean all Client data stored, processed, or accessed by the Contractor in connection with the provision of services to the Client.

“**Client Work Order**” means a written agreement, in the form provided to the Contractor by the House, entered into between the Contractor and the Client describing the scope of the Technology Service(s) to be performed and the terms on which the Technology Service(s) shall be provided by the Contractor to the Client.

“**Cloud Services Provider**” shall mean an on-demand cloud computing service that includes a Platform as a Service (PaaS), Software as a Service (SaaS), and Infrastructure as a Service (IaaS) that may be used by the Contractor on either a paid subscription basis, or paid for by the CAO.

“**CMS Contractor**” means a Contractor authorized to provide Correspondence Management System (CMS) Services to a Client under a Contract.

“**CMS Package**” means a correspondence management system (commercially known as customer

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relationship management (CRM) software).

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

**“CO”** means Contracting Officer.

**“Confidential Information”** means: (i) all information related to the Contract, the House, the Client, the CAO, and all information collected, processed, or otherwise accessed by Contractor in performing under the Contract and any data or information collected in connection with delivery of the Technology Services; and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House, the Client, and/or the CAO. Confidential Information shall not include information: (A) generally known to the public; (B) already known, through legal means, to the party receiving the information; (C) legally obtained from a third party; or (D) required to be disclosed under applicable law, regulation or final order of any governmental or regulatory authority or court having jurisdiction over Contractor, the House or the Client, subject to the restrictions and procedures set forth in Section C.13(c) of this Statement of Work.

**“Congressional Transition”** means the period of time between the election of Members of the House in November of an election year, and/or the certification of the results in a special election, to the swearing-in ceremony in January of the subsequent year, and/or the swearing-in ceremony of a Member elected in a special election.

**“Contract”** means the Contract with each Contractor resulting from Solicitation Number OAM20047S, by and between the Contractor and the House.

**“Contractor”** means an entity that signs a Contract with the House to provide one (1) or more Technology Services.

**“Contractor-Hosted Cloud CMS”** shall mean a server residing within a cloud where the cloud is owned by a third party and is leased to the Contractor or Offeror; provided that the server is under the control of the Contractor.

**“Contractor Pre-Existing Rights”** means any and all Software and other intellectual property rights owned by or licensed by the Contractor and incorporated in or required to operate any Work Product that is pre-existing on the effective date of the Client Work Order governing the development of such Work Product. Contractor Pre-Existing Rights shall additionally include any enhancements, modification, and updates thereto made by Contractor or its licensor in the general course of business, and not (A) made pursuant to a Client Work Order or (B) paid for by Client pursuant to the Technology Services Contract.

**“COR”** means the Contracting Officer’s Representative (see, especially, [Section G.1\(b\)](#) of the Contract).

**“Enhancements”** means, without limitation, bug fixes, improvements, error corrections, patches, design changes, revisions, upgrades, derivative works, enhancements, updates, new releases, new features, new functionality, and new versions.

**“Escrow Information”** means any and all passwords, credentials and associated information necessary to

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access and control any and all of the operating systems, CMS, databases, software source code, and other software of the Contractor relating to the provision of CMS Services.

**“Freshman Office”** means the office of a new Member of the House.

**“House”** means the United States House of Representatives.

**“House Hosting”** or **“House Hosted”** or **“House-Cloud Hosted”** shall mean a reference to any hosting platform(s) that are owned and/or controlled by the House.

**“House Seal”** shall mean the seal of the U.S. House of Representatives that the Clerk of the House affixes to all writs, warrants, and subpoenas issued by order of the House.

**“HouseNet”** means the U.S. House of Representatives intranet.

**“Integrated Agreement”** means the complete and separate agreement among the Client, the Contractor, and the House consisting of the Client Work Order, including any Addendum(s), together with the Contract.

**“Maintenance Contractor”** means a Contractor authorized to provide Maintenance Services to a Client under a Contract.

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

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

**“Offeror”** means an entity that submits an offer to provide one (1) or more Technology Services to a Client.

**“Office of Cybersecurity”** shall mean the CAO’s Office of Cybersecurity of House Information Resources.

**“Release Condition”** means the occurrence of an event that authorizes the release of the Escrow Information from the escrow agent to the House.

**“Security Office”** means the CAO’s Office of Cybersecurity of House Information Resources.

**“Significant Change”** means certain major changes and enhancements to the content, design or system architecture of a CMS Package and as further defined in the *Vendor Management Policy on Significant Changes* (see Attachment J.6).

**“Software”** means: (a) computer software, websites, web pages, and web content, including, where applicable, source code, object code, operating systems, application programs, file and utility programs, HTML code, scripts and interfaces, whether run locally or remotely via a network, including the Internet, or an intranet or extranet; (b) documentation for such computer software; (c) the tangible media upon which such computer software and/or documentation have been recorded or stored, including without limitation, hard copy, tapes, disks, and CDs; and (d) any backups, modifications, upgrades, updates, additions, expansions, new versions, new releases, or other changes to such computer software and/or documentation.

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**“Statement of Work (SOW)”** means the written framework to enable a Client to order certain Technology Services from an authorized entity.

**“Systems Administration Contractor”** means a Contractor authorized to provide Systems Administration Services to a Client.

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

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

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

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

**“Transfer Services”** means any services required to facilitate the transfer of the affected Technology Services to the House, the Client, or a third-party service provider upon expiration or termination of the Contract.

**“Work Product”** includes any and all deliverables; reports; data (including constituent data and constituent-related data); developments; inventions; ideas and discoveries; schedules and logs; technology, including patentable and un-patentable inventions; copyrights; systems administration information (including passwords); test results; testing methods; workstation images; materials; hardware; intellectual property and software developed, discovered, improved, authored, derived, invented or acquired by, for, or on behalf of the Contractor in connection with or while performing the Technology Services. Work Product shall not include Contractor Pre-Existing Rights.

### C.3. TECHNOLOGY SERVICES

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

#### C.3.1. Scope

- a. The Contractor shall provide technical and operational support for one (1) or more Technology Services.



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The Contractor shall perform any and all additional tasks and duties associated with one (1) or more Technology Services necessary to perform the work described in this SOW.

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

### C.3.2. General Requirements

- a. An Offeror must: (i) sign a non-disclosure agreement with the House; (ii) submit a support plan for each proposed Technology Service and corresponding detailed pricing list, both of which will be posted on the internal website of the House; (iii) submit a list of software supported by the Offeror with each support plan; (iv) have a physical or virtual service desk; (v) give prior notification to the Contracting Officer’s Representative (COR) in writing and obtain written approval from the Contracting Officer of any changes in a support plan, pricing list, marketing campaign, marketing literature, or any other changes defined as a “Significant Change” in the *Vendor Management Policy on Significant Changes* (see Attachment J.6); and (vi) satisfy other requirements included herein or as otherwise may be negotiated at any time.
- b. The CAO will review all proposals from Offerors as outlined in Section M of Request for Proposal OAM20047S. Additional reviews for CMS Services Offerors are outlined in Section C.3.3(c). Upon successful completion of all requirements and acceptance of an Offeror’s proposal, the Offeror may enter into a Contract with the House and become a Contractor.
- c. Upon notification to and approval from the Contracting Officer of any Significant Change, a Contractor may be required, at the sole discretion of the House, to enter into an agreement with the Contracting Officer to modify the Contract to reflect such change before the Significant Change can be implemented.
- d. The Contractor shall participate in any surveys conducted by the CAO as requested.

#### C.3.2.1. Pricing

- a. Pricing Lists. Offerors shall submit a detailed pricing list for each proposed support plan (see Attachment J.1). Offerors are encouraged to offer pricing that is competitive and reflective of the service level being offered. Offerors may include additional pricing for services requested outside the SOW in their pricing lists. Offerors and Contractors are prohibited from offering any Technology Services free of charge to a Client.
- b. Copies. Prior to signing the Contract, the Offeror shall have submitted to the House a copy of each current support plan and its corresponding pricing list for each Technology Service.
- c. Changes in Support Plans and Pricing. In accordance with Section C.12 of this SOW, the Contractor must provide prior written notification to and obtain written approval from the Contracting Officer of any change to a support plan, to pricing or to a pricing list for a Technology Service prior to the

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implementation of such change.

#### C.3.2.1.1. Pricing Requirements

- a. CMS Services. An Offeror of CMS Services must include, at a minimum, the following flat-rate fees in its pricing list: (i), monthly support fees, (ii) setup fees, (iii) data conversion charges, (iv) exit conversion charges, and (v) costs associated with a Congressional Transition.
- b. Maintenance Services. An Offeror for Maintenance Services must include, at a minimum, the following in its pricing list: (i) monthly support fees, and (ii) costs associated with a Congressional Transition.
- c. Systems Administration Services. An Offeror for Systems Administration Services must include, at a minimum, monthly fixed rate support fees in its pricing list.

#### C.3.2.2. Client Work Orders

- a. Client Authorization. Prior to commencing work, the Contractor must obtain written consent from a Client in the form of a Client Work Order. The Contractor shall submit all invoices to the Client. Invoices must include a copy of the Client Work Order signed by the Client.
- b. Client Work Order Information. The Contractor and the Client shall enter into one (1) or more Client Work Orders, in the form provided to the Contractor by the House, to define the Technology Services to be performed. The Contractor and the Client may attach Addendums to a Client Work Order. Each such Addendum shall be incorporated into and made part of the applicable Client Work Order and the Contract.
- c. Requirements Prior to Initiation of Work. Offerors may initiate a marketing or sales discussion with the Client prior to entering into this Contract, but Contractor must not initiate any work for the Client prior to the execution of: (i) the Contract; (ii) a Client Work Order governing performance of the applicable Technology Services; and (iii) in the case of CMS Services, the successful passage of a formal evaluation by the House of the Contractor's CMS Package.
- d. Suspension of Work. If a Contractor has not received a fully-executed Client Work Order within ninety (90) days after commencing Technology Services on behalf of a Client, the Contractor shall suspend any services performed pursuant to such contemplated Client Work Order. The Contractor shall provide written notice to the Client thirty (30) days before suspension of any Technology Services under this section.
- e. Addendum to Client Work Order. The Contractor and the Client may enter into one (1) or more addenda to a Client Work Order (each an "**Addendum**" and collectively, "**Addenda**"). Each Addendum shall be approved by the House before it is executed by the Contractor and the Client. An approved and executed Addendum shall be incorporated into and made part of such applicable Client Work Order and the Contract.
- f. Submission of Client Work Orders, Addendums, and Change Orders. Promptly after the Contractor and the Client have executed a Client Work Order or Addendum, the Contractor shall submit a copy of the fully executed Client Work Order or Addendum to the House at the e-mail address specified in Section 2 of the Client Work Order.

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- g. Delivery of Work Product. The Contractor shall deliver to the Client all of the Work Product developed pursuant to such Client Work Order: (i) upon the request of the Client, (ii) in accordance with the delivery schedule set forth in each Client Work Order, and (iii) at the end of the period of performance.
- h. Automatic Termination of Client Work Orders and Integrated Agreements. Any and all Client Work Orders and Integrated Agreements shall automatically terminate without notice upon: (i) the termination of this Contract or (ii) the completion of each term of Congress, unless continuation of such Client Work Orders and Integrated Agreements are authorized by the Committee on House Administration .
- i. Termination by Client of Client Work Order. The Client may terminate a Client Work Order at any time at the discretion of the Client with written notice to the Contractor and the CO. It is recommended for a Client to terminate: (i) CMS Services with thirty (30) days' prior written notice to the Contractor and the CO, and (ii) Maintenance Services and/or Systems Administration Services with fifteen (15) days prior written notice to the Contractor and the CO. In the event of a termination, the Contractor: (A) may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures; (B) shall promptly deliver to the Client all relevant Work Product (as defined in the SOW) that exists on the effective termination date; and (C) shall notify the CAO within one (1) Business Day.
- j. Automatic Expiration of Integrated Agreements upon Completion of Technology Services. A Client Work Order shall automatically expire upon completion of the Technology Services (as determined by the Client or the CO) set forth in any individual Client Work Order.

#### C.3.2.3. Invoices

For non-recurring payments and including Technology Services provided under a time and materials plan, the Contractor will submit an original of each invoice for Technology Services with a copy of the applicable Client Work Order to the Client. The Contractor shall invoice the Client after work under the applicable Client Work Order has been performed by the Contractor and accepted by the Client. Unless otherwise specified in a Client Work Order, each invoice shall include: (a) the name of the Client; (b) the dates of service; (c) the name, address, phone number, and contact person of the Contractor; (d) the invoice number; (e) the Client Work Order number; (f) a description of work performed or product delivered (that distinguishes between one-time and recurring services or deliverables), and corresponding cost(s); (g) the House Contract Number; (h) the invoice date; and (i) the invoice page number. For each deliverable referenced in an invoice, the invoice shall include the (1) contract line item number (CLIN); (2) quantity delivered; (3) unit price; (4) extended price; and (5) payment terms, if appropriate (e.g., 2% 10 – Net 30). All follow-up invoices shall be marked “DUPLICATE OF ORIGINAL” on each page. The House and the Client may delay payment and return any payment requests and invoices to the Contractor that do not include the information set forth herein.

##### C.3.2.3.1. Refunds

- a. If a Client Work Order is terminated in accordance with Section C.3.2.2(i) of this SOW or Section G.2(a) of the Contract, and the Contractor has received any advance payments for Technology Services covered under such Client Work Order, the Contractor shall make refunds to the Client for any services not yet rendered.

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- b. If an advance payment is made for a service (or quantity of service) that cannot be provided by the Contractor during the life of the Client Work Order (or if it is sooner, by any deadline imposed by the Advance Payment regulations of the House as set forth in the *Members' Congressional Handbook* or the *Committees' Congressional Handbook*, as applicable), the Contractor shall make refunds to the Client for any service that cannot thereby be rendered.
- c. Refunds for any services offered as a result of this contract shall be via credit card when the amount to be refunded is less than \$25,000.00. Checks may be issued for refunds greater than that amount.

#### C.3.2.3.2. Fee Disputes

In the event the Client in good faith disputes an invoice submitted by the Contractor, the Client may delay or deny payment of any amount subject to the dispute; provided, however: (a) the Client shall continue to pay all undisputed amounts in accordance with the terms of the Contract and (b) the Contractor shall continue to perform its obligations under the Contract. If a dispute arises regarding any amount on an invoice, the parties hereto shall use all reasonable efforts to resolve such dispute within sixty (60) days after the Client provides written notification of such dispute to the Contractor. The Client's failure to identify contested charges prior to payment shall not limit or waive any of the Client's rights or remedies with respect to such charges, including the Client's right to delay or deny in good faith such disputed amounts from subsequent charges due to the Contractor.

#### C.3.2.4. Notification of Close of Incident

When the CAO notifies the Contractor of work that the Contractor is obliged to perform under this Contract (e.g., workstation re-image, virus remediation, or printer repair), the Contractor shall be required to inform the requestor when the work has been completed. This notification shall take place no more than four (4) business hours after the work has been completed.

#### C.3.3. Service 1: Correspondence Management Systems Services

A Contractor authorized to provide CMS Services to a Client under a Contract (a "**CMS Contractor**") must provide support plans to a Client that meet or exceed the specifications in Section C.3.3. Offerors and Contractors may not market or sell new CMS Packages to a Client prior to the successful completion of a mandatory CMS Package evaluation conducted by the House in accordance with the CMS testing program (see Attachment J.10.B).

- a. All CMS Packages offered by the CMS Contractor must provide the features the House has designated as basic and required, as listed in the Correspondence Management Systems Feature Requirements (see Attachment J.10.A). Features described in the Correspondence Management Systems Feature Requirements are subject to change. All CMS Packages must operate within the hardware and software environment of the House and must be compatible with all software supported by the House, as listed on the House Supported Software List (see Attachment J.5).
- b. The CMS Contractor and its officers, employees, and agents shall comply with The United States House of Representatives Web Systems Publication – Communicating with Congress Level of Service Standards

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(CMS Vendors), as updated from time to time during the term of the Contract (see Attachment J.12).

- c. In addition to proposal reviews outlined in Section M of this Request for Proposals, CMS providers must submit their CMS Package for a product demonstration to confirm required features. A House Information Security Policy 017.0 (HISPOL17) review is required for externally or cloud hosted CMS products, as outlined in Section C.3.3.5.

#### C.3.3.1. Capabilities

- a. The CMS Contractor shall offer a CMS Package comprised of a database, a user interface, and a correspondence generator. The database will contain information about constituents, Members, Client staff, and Client contacts. All correspondence received by a Client and generated on behalf of or to constituents shall be recorded in the database of the CMS Package. The issues constituents relay to the Member and/or Client staff are stored in the database using codes assigned by the Client to identify issues or casework actions. The user interface will allow data entry, workflow definitions and assignment, initiation of outgoing correspondence, generation of reports, and administration of the CMS Package. The user interface will also pass information to the correspondence generator based on information stored in the database for which “boilerplate” responses will be used when generating a response on an issue. The correspondence generator includes boilerplate responses on a variety of issues that are used to assist in generating a customized response.
- b. The CMS Contractor must, at a minimum, offer the following common modules to a Client: (i) correspondence and targeted mailings, (ii) system reports, (iii) systems administration, and (iv) casework.

##### C.3.3.1.1. Extra Features

The CMS Contractor may offer extra features in the CMS Package to help a Client organize its operations, manage workflows, and resolve identified problems (see Attachment J.10.A). For example, features may include components for press operations, scheduling, personnel management, legislative tracking, and office accounting.

##### C.3.3.1.2. Updates

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

#### C.3.3.2. CMS Product Evaluation Process

- a. The House reserves the right to waive testing requirements for CMS versions that have previously passed a CMS evaluation.
- b. Prior to signing the Contract, an Offeror must submit its CMS Package for a formal software demonstration. The Offeror shall provide all equipment and staff necessary to support the testing at no

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additional cost to the House. In its evaluation, the House will verify that: (i) the software meets the minimum requirements listed in the *Correspondence Management Systems Feature Requirements* and (ii) all features perform as described by the Offeror (see Attachment J.10.B for evaluation processes for CMS Packages). The evaluation results are final and not subject to appeal.

- c. The CAO reserves the right to request the CMS Contractor to submit any CMS Package for an evaluation at any time.
- d. If a previously approved CMS Package is re-submitted for an evaluation (due to product enhancements and/or at the request of the CAO) and fails, the CAO reserves the right to prohibit the CMS Contractor from seeking new clients for the evaluated product until the deficiencies have been addressed as determined by the CAO.
- e. The CAO reserves the right to decline a re-evaluation of a new CMS Package for a period of up to two (2) years in the event the CMS Package has failed two (2) consecutive CMS evaluations.

#### C.3.3.3. Responsibilities

If applicable, at a minimum, the CMS Contractor shall be responsible for the following: (a) integrating all hardware, software, and communications components of CMS Packages (including cloud components); (b) maintaining equipment owned by the CMS Contractor and CMS-related software so that they are in proper operating condition; (c) implementing a reliable backup process; (d) cooperating with the COR in security audits of equipment owned by the CMS Contractor and/or the Client and correcting identified deficiencies; (e) participate in Information Technology Disaster Recovery efforts and exercises as outlined in Section C.3.3.11; (f) training in the use and administration of a CMS Package; (g) applying upgrades (including bug fixes) to software as required; (h) monitoring systems owned and/or supported by the CMS Contractor for the success of data backups and taking appropriate actions to ensure that any failure in backing up the database of a CMS Package and CMS-related files does not continue for more than two (2) Business Days; (i) providing a help desk and on-site support; (j) restoring applications, data, and the most recent readable backup following a failure of the hardware, system, or software; and (k) ensuring all servers, cloud components, and all other network connected devices owned or managed by the CMS Contractor, and covered under Section C.3.3 of this SOW, are secured in accordance with Information Technology (IT) policies of the House (see Attachment J.10).

#### C.3.3.4. Support Plans

Each support plan offered by the CMS Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) integration of all hardware, software, and communications components; (b) training in systems use and administration; (c) upgrades to hardware and software (including bug fixes and maintenance updates); (d) data conversion requests; (e) help desk support; (f) maintaining hardware and software in proper operating condition; (g) details of the backup schedule and retention periods (at a minimum, backups are required on every Business Day); and (h) pricing.

#### C.3.3.5. Hosting Options

- a. The Offeror must clearly state in the offer and support plan which of the following CMS server options it will offer or support for the Client: (i) a server owned or operated by the House (House-Cloud Hosted CMS

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or House Hosted CMS) or (ii) a server owned or operated by the Offeror (Cloud Hosted CMS).

- b. The CAO intends to optimize services in the cloud, including CMS. If the CAO directs the Contractor to use a Cloud Hosted option, **to include a House-Cloud Hosted CMS**, the Contractor shall be given sufficient notice, not less than twelve (12) months, to migrate services and data to an authorized cloud service.

#### C.3.3.5.1. House-Cloud Hosted CMS

- a. The House intends to offer an option for a House-owned Cloud Hosting service. If the House offers such service, the CAO may require a Contractor use such service platform. If the Contractor uses a House owned Cloud Hosting service, the Contractor shall be responsible for maintaining all related software, to include compliance with all policies and guidelines listed in Section C.11. Contractor must submit a system architecture document for authorization, to include: (i) detailed diagram(s), associated software components, (ii) data process and workflows, (iii) management and technical controls, and (iv) a list of security controls.

The CAO may require Contractor to pay any costs associated with use of the Cloud hosted platform.

#### C.3.3.5.2. House Hosted CMS

- a. The Offeror must clearly state how the environment is to be architected and how they propose to support the CMS software and database on House-owned servers.
- b. The Offeror must also list a mechanism and instructions for backing up the data in the database and any files stored on the server that are associated with the CMS Package. At a minimum, the Offeror shall have the ability to restore the database of a CMS Package and any of its associated files as of the end of any of the five (5) previous Business Days.

#### C.3.3.5.3. Contractor-Hosted Cloud CMS

- a. The CMS Package must be hosted on a FedRAMP authorized cloud service platform where the data resides only in U.S. territory and is compliant with all standards outlined in Section C.11 of this SOW.
- b. No Contractor shall utilize a cloud service as part of a CMS Package without prior notification to the CAO and authorization from CHA in accordance with HISPOL17.
- c. The Offeror must back up the data in the database and any files stored on the Offeror's system associated with the CMS Package. In the offer, the Offeror must: (i) list a mechanism for backing up the data in the database and any files stored on the server that are associated with the CMS Package, (ii) state its backup retention policy, and (iii) indicate whether data from multiple Clients will be co-mingled on the backup media or if each Client's data will be segregated on separate backup media.
- d. Before a cloud-hosted plan may be considered for authorization in accordance with HISPOL17, the Contractor shall provide the CAO with:
  - i. an inventory documenting the types of House information stored or processed in the proposed solution;
  - ii. confidentiality, integrity, and availability impacts of the information documented in the inventory;

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- iii. business and technical requirements for the proposed solution;
  - iv. a system specific Information Technology Disaster Recovery plan;
  - v. network and infrastructure diagram, and an outline of the services provided by the cloud provider, and those provided by the Contractor;
  - vi. how the data is maintained, and how customer support is provided;
  - vii. the Contractor's ownership/partnerships, financials, FedRAMP/FISMA certifications, physical location of data centers, support model, previous work with government, and any other information to determine if the Contractor and solution are capable to store and process House information;
  - viii. the Contractor's policies and practices to ensure adequate protection of personally identifiable information ("PII") and other types of sensitive information;
  - ix. the Contractor's policies and practices for responding to subpoenas, support of e-discovery and evidence preservation orders, and ability to respond to a data spill; and
  - x. such other related information as the CAO shall request.
- e. Security provisions beyond those provided by the Cloud Services Provider shall be the responsibility of the Contractor, which may include software management, patching and upgrading, continuous monitoring, and risk mitigation.
- f. The Contractor shall comply and cooperate with all audits performed by the CAO, which may occur at any time. The Contractor shall submit a plan to address and/or resolve deficiencies identified by such audit to the COR within ten (10) Business Days of the Contractor's receipt of the audit results, however, those actions deemed a higher risk may require an expedited response as determined by the House.
- g. It is the responsibility of the Contractor: (1) to ensure that the system on which client data is stored and applications operate is secure; (2) to ensure that the Cloud Services Provider employs continuous monitoring and patching; and (3) upon request, to provide the CAO verification that continuous monitoring is being conducted and patching has been completed.
- h. In addition to requirements outlined in *Section C.3.3.8 Close-Out Services* the Contractor shall use available sanitization services to erase or destroy all Client Data on external hosted servers. The Contractor may be required to provide the CAO with verification.
- i. If the status of a previously authorized cloud service changes due to a security vulnerability or any perceived risk, the Contractor shall work with the CAO to implement a replacement by timeframe stipulated by the House. The Contractor is accountable for conducting its own market research in identifying a suitable replacement. The Contractor shall ensure that the cloud service is authorized prior to implementing a replacement.
- j. The Contractor shall be accountable under the terms of this Contract for all risks associated with using a cloud service provider.

#### C.3.3.6. Installations

- a. An "installation" shall mean the implementation of a new CMS Package or the reinstallation of an existing CMS Package. All new system installations must comply with the *Minimum Supported Standards for Equipment and Acquisitions* (see Attachment J.4), which is updated on an annual basis.



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- b. A CMS Contractor shall perform installation services, including the following: (i) configuration planning; (ii) arranging a pre-installation meeting with a Client and the assigned House representative; (iii) installing software; (iv) configuring customer servers; (v) networking and communications configuration; (vi) ensuring all CMS-related software, hardware, and peripherals are functional and perform to specifications; (vii) conducting training when new features or functionalities are introduced; and (viii) any other services that may be logically connected to this task. Travel and per diem costs associated with the new installation may be charged to the Client pursuant to standard government rates as established by the General Services Administration (GSA). A Client shall be responsible for approving travel and associated items.
- c. Upon completion of any installation, the Contractor shall obtain a sign-off (*CMS Installation Acceptance Form*, Attachment J.14) from the Client confirming that the Client is satisfied with the final installation, and a copy shall be submitted to HIR Vendor Management.

#### C.3.3.7. Documentation and Training

The CMS Contractor shall provide documentation and training as part of its CMS Package to a Client. At the time of installation, such documentation must, at a minimum, include: (a) a “how-to” user guide or detailed reference guide; (b) role-specific training and documentation (e.g., staff assistant, legislative aide, legislative director, etc.) for standard CMS processes; and (c) a user “quick guide” or “cheat sheet.” The CMS Contractor may also provide at no cost to the Client or the House: (i) on-site classroom-styled training, (ii) off-site classroom-styled training, (iii) desk-side training, or (iv) basic CMS on-line training. All training must include complete documentation (e.g., a “how-to” manual and a comprehensive reference manual). In addition, all training must include training objectives, explanations, structured exercises, and feedback to the student.

#### C.3.3.8. Close-Out Services

Upon: (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the CMS Contractor shall provide a complete copy of the Client’s database in the House’s data exchange format for conversion to another CMS Package provided by a different CMS Contractor. The Contractor shall erase or destroy all Client Data in the Contractor’s possession using available sanitization services within 30 days of receiving confirmation from the Client that such data may be erased or destroyed.

##### C.3.3.8.1. Congressional Transition Services

In addition to the Congressional Transition services described in [Section C.3.4.5](#) and [Section C.3.6](#) of this SOW, the CMS Contractor shall provide the following setup services to each **Freshman Office**: (i) fully installing a CMS Package so it is operational and (ii) coordinating and working with the Maintenance Contractor as necessary.

#### C.3.3.9. Escrow Agreement

- a. General. Upon the request of the CAO, the Contractor shall cooperate with and sign an escrow agreement with the CAO that provides that the Escrow Information will be held in escrow by the escrow

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agent until such time as the information is to be released to the CAO. The escrow agreement shall include the following elements:

- i. Tables and fields
    - Definitions and descriptions of all tables and fields in the database
  - ii. Database structure information
    - How the data is organized
    - Location of any data not stored in the database (e.g. files)
  - iii. Entity Relationship Diagram
  - iv. Administrator passwords to server, database, application, and any other relevant components
    - All passwords must be updated in escrow within five (5) Business Days of the password being changed.
  - v. Step-by-step instructions on how to export data from CMS into the House's data exchange format.
- b. Escrow Agent. The Data Escrow Agent must achieve an ISO/IEC 27001 or equivalent certification and store all House escrow deposits and data within the United States or its territories. The CAO reserves the right to reject any escrow agreement identified in Section C.3.3.9(a) that, in the sole opinion of the CAO, does not meet minimum standards to ensure the security and accessibility of House data.
- c. Term. The term of the escrow agreement shall be concurrent with the term of the Contract.
- d. Release Conditions. The form of escrow agreement shall provide for the release of the Escrow Information from the escrow agent to the House in the event of any of the following **Release Conditions**: (i) the Contract is terminated as a result of the Contractor filing for bankruptcy, (ii) the Contract is terminated as a result of the Contractor ending its business as a viable Contractor, (iii) the Contract is terminated for default, (iv) the Office of Cybersecurity determines at any time that any portion of the Client's CMS Package and/or CMS Services (and the Contracting Officer shall notify the Contractor of such determination in a written notice): (A) constitutes a threat to the security of the House, or (B) is threatened or under attack by any known or unknown third party, malicious code or programs, or otherwise, whether through hacking, penetration of security, or otherwise; and/or (v) the COR determines at any time that any portion of the Client's CMS has a decrease or failure in its availability, functionality, or operability. The Contractor agrees that the escrow agreement or modification to the escrow agreement (whichever is applicable) shall provide for, in the case of (i), (ii), or (iii) above, the release of the Escrow Information from the escrow agent to the House within five (5) calendar days from the date of written notification, and in the case of (iv) or (v) above, the release of the Escrow Information from the escrow agent to the House within twenty-four (24) hours from the date of written notification.

#### C.3.3.10. Blocking or Disconnecting Service

- a. General CMS. In the event that: (i) the Office of Cybersecurity determines at any time that any portion of the Client's CMS and/or Technology Services: (A) constitutes a threat to the security of the House or (B) is threatened or under attack by any known or unknown third party, malicious code or programs, or otherwise, whether through hacking, distributed denial-of-service (DDOS) attack, penetration of security, or otherwise; or (ii) the CAO or the Client determines at any time that any portion of the Client's CMS has a decrease or failure in its availability, functionality or operability, the CAO may take immediate action to

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disconnect on-premise CMS applications on the House network or block any Cloud Hosted CMS application and/or Technology Services.

- b. Mitigation. If the CAO or the Client determines or reasonably believes at any time that any portion of the Client's CMS and/or Technology Services: (i) constitutes or may constitute a threat to the security of the House; (ii) is vulnerable to, threatened or under attack by any known or unknown third party; malicious code or programs, or otherwise, whether through hacking, DDOS attack, penetration of security, or otherwise; or (iii) has a decrease or failure in its availability, functionality, or operability, or otherwise fails to meet the requirements of this Agreement, the Contractor shall provide full cooperation to the CAO and/or the Client necessary to remedy and/or mitigate the potential or actual threat, diminution, or failure. The Contractor shall comply with any directives issued by the Security Office upon receipt of notice (the "**Mitigation Notice**") from the CAO or the Client of a determination or reasonable belief of the occurrence of (i), (ii) or (iii) above.

#### C.3.3.11. Information Technology Disaster Recovery:

- a. Back-up Procedures. The Contractor will ensure appropriate back-up procedures are in place to minimize any damage that might result from loss of data or diminutive failure.
- b. Disaster Recovery Program. The CAO reserves the right to test the Contractor's capability to perform adequate Disaster Recovery (DR), and to have the Contractor participate in the CAO's Information Technology Disaster Recovery (ITDR) Program, which requires that the Contractor (regardless of its hosting platform): (i) provide complete Information System Contingency Plan (ISCP) documentation to the ITDR Office for review and assessment, and by agreed upon timeframes; (ii) participate in an orientation with the ITDR Office each Term of Congress to establish the agreed upon time frames for the mandatory documentation; (iii) complete or participate in a DR exercise no less than annually; and (iv) permit the ITDR Office to serve as an advisor to the Contractor for purposes of successfully completing a DR Program. Documentation provided to the ITDR Office by the Contractor pursuant to subsection (i), above, shall include: (1) an Information System Contingency Plan (ISCP) that is compliant with NIST Special Publication 800-34, Revision 1, Contingency Planning Guide for Federal Information Systems (NIST SP 800-34 Rev. 1) or any successor document; (2) an Annual Exercise Plan; (3) an After-Action Report; (4) a Corrective Actions status report; and (5) any other documentation requested by the House or provided by the Contractor that may be associated with Information Technology Disaster Recovery.
- c. Disaster Recovery Exercise. If the Contractor is using a House Hosted platform for one or more CMS clients, the Contractor shall actively participate in the CAO's annual DR exercise by providing all required documentation to the ITDR Office that shall focus on, but is not limited to, the Contractor's validation of: (i) CMS access, (ii) functionality and availability; (iii) code and database integrity, and (iv) the time to fully restore the service. If the Contractor is using a Non-House Hosting platform, the Contractor shall: (1) conduct an annual DR exercise and provide evidence of the same through the submission of an Exercise Plan and After-Action Report; (2) achieve a zero (0) hours Recovery Point Objective (RPO) following the completion all corrective actions (as required by the ITDR Office), and (3) achieve a one (1) hour Recovery Time Objective (RTO) following the completion of all corrective actions (as required by the ITDR Office).

#### C.3.4. Service 2: Maintenance Services

A **Maintenance Contractor** authorized to provide Maintenance Services to a Client under a Contract must provide support plans to a Client that meet or exceed the specifications in this Section C.3.4. The

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Maintenance Contractor must provide technical support for equipment, which shall include: (a) installation and configuration, (b) training, (c) maintenance, (d) repair, and (e) any other services that may be reasonably expected under this task.

#### C.3.4.1. Hardware Responsibilities

The Maintenance Contractor shall ensure that a computer system and its components for a Client function according to specifications and standards in this SOW. The Maintenance Contractor shall be responsible for hardware services, including the following: (a) repairing or replacing damaged or non-functioning hardware with compatible components of equal or greater value and capabilities (replacement systems must meet the same then-current requirements as new installations); (b) ensuring all workstations are configured to automatically update operating systems and applications; (c) ensuring all servers, workstations, printers, and all other network connected devices owned by the Client, and covered under Section C.3.3.5 of this SOW, are secured in accordance with IT policies of the House; (d) ensuring all servers and workstations are protected with the House-approved anti-virus software; and (e) other hardware services that may be reasonably expected under this task.

#### C.3.4.2. Support Plans

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

#### C.3.4.3. Security Compliance

In addition to the security compliance obligations set forth in Section C.6 of this SOW, the Maintenance Contractor shall ensure that any devices not covered by a policy or publication of the Office of Cybersecurity will be reviewed by the House for guidance on appropriate security measures. The Maintenance Contractor must ensure that all applications and network operating software, including upgrades and enhancements, conform to infrastructure policies of the House.

##### C.3.4.3.1. Remediation

Upon notification from the COR or ACOR that a released patch, service pack, or service release from an original equipment manufacturer (collectively, a “**fix**”) will correct significant security vulnerabilities, the Maintenance Contractor will apply patches, service packs, or service releases in a timeframe relative to the severity of the fix and inform the COR within twenty-four (24) hours. The House will conduct security audits: (a) for all new server installations and (b) whenever significant modifications are made to hardware or software. If the Maintenance Contractor determines that a policy or fix adversely affects one (1) or more features of the system, the Maintenance Contractor may notify the COR in writing to request an exception.

#### C.3.4.4. Software Support

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- a. The Maintenance Contractor shall include site-licensed software (including Windows operating system, anti-virus, and Microsoft Office 365) as part of a standard build for workstation installations. This standard build must be coordinated with the House and updated as needed. Following a failure of the hardware, system, or software, the Maintenance Contractor shall restore operating systems, applications, data, non-CMS software, and the most recent readable backup (utilizing the appropriate images when applicable). The Maintenance Contractor shall ensure that operating systems, program files, and file data on any computer or storage device removed from the Client are deleted in a manner that prevents recovery.
- b. Upon direction from the COR, the Contractor shall update or uninstall any application or operating system that may be the result of a change in support by either the manufacturer or the House.

#### C.3.4.5. Congressional Transition Services

- a. Congressional Transition is comprised of three phases: (1) Departing Member De-installations, (2) Seated Member Moves, and (3) Freshman Office Setup.
- b. In the event of a Majority party change, the new incoming Majority will require a re-composition of Leadership and Committee structure, as outlined in Section C.3.4.5.4. Leadership positions and Committee chairs will be assigned by the incoming Majority. The incoming Majority will determine which office and computer equipment will be relocated.

##### C.3.4.5.1. Departing Member De-Installations

In addition to the Congressional Transition services described in Section C.3.6 of this SOW, the Maintenance Contractor shall provide the following Congressional Transition services to a Client that is a departing Member: (a) working with the Client office in: (i) completing a site survey of the entire Client office suite to be conducted prior to and in conjunction with the move-out and (ii) making a record of all computer and office-related equipment; (b) surveying each piece of equipment to determine if it meets minimum inheritable standards; (c) labeling each piece of equipment with an appropriate color-coded sticker; (d) de-installing computers and computer-related equipment in Washington, DC no later than one (1) Business Day prior to the scheduled move date; (e) placing smartphones, tablet devices, mobile devices, cables, keyboards, speakers, and other electronic equipment in move bags provided by the House; (f) bagging all power strips, extension cords, and other electronic accessories related to any and all office equipment of the Client; and (g) removing and bagging toner from all printers. If applicable, the Maintenance Contractor shall wipe the hard drives of all inheritable workstations, printers, and multi-functional devices (“MFDs”) with software provided by the House.

##### C.3.4.5.2. Seated Member Moves

- a. The Maintenance Contractor shall provide the following pre-move services to a Client that is a seated Member: (i) confirming any known computer problems to the Client before the de-installation of computers, (ii) confirming that the backup process for the server is operating successfully one (1) week prior to the move, (iii) completing a site survey of the entire office suite and making a record of all computer and office-related equipment, (iv) coordinating the backup and take-down of the Client’s computer systems in accordance with the move schedule, (v) coordinating with the House to ensure that all workstations (new or otherwise) are configured to use Dynamic Hosting Configuration Protocol

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(DHCP) to obtain an Internet Protocol (IP) address automatically, (vi) coordinating with the House to ensure that individual IP addresses are obtained for printers and servers, and (vii) answering any questions or discussing technical support costs.

- b. The Maintenance Contractor will review computer-related items on floor plans provided by the House for each Member who participates in a move. If necessary, the Maintenance Contractor will make edits to computer-related items on the floor plan. The Maintenance Contractor will return floor plans, with or without edits, to the move coordinator of the House (the “Move Coordinator”) at a location designated by the CAO no later than forty-eight (48) hours prior to the move. The Maintenance Contractor shall use the final approved floor plan (e.g., the floor plan posted by the House on the internal website of the House) to perform the installation.

#### C.3.4.5.2.i. De-Installation

- a. The de-installation of computer systems for morning moves must take place no later than the night before the move. The de-installation of computer systems for afternoon and evening moves must take place no later than the morning of the move. The Maintenance Contractor will work with a Client to determine the schedules for the de-installations based on the guidelines set forth in this [Section C.3.4.](#)
- b. The Maintenance Contractor shall provide the following de-installation services to a Client: (i) confirming backups of servers, if applicable, on the morning of a de-installation; (ii) powering down all computer equipment; (iii) disconnecting all computer and peripheral equipment; (iv) ensuring that the Client has labeled all workstations, servers, peripherals, and local printers with each staffer’s name; (v) placing smartphones, tablet devices, mobile devices, cables, keyboards, speakers, and other electronics in move bags provided by the House; (vi) bagging all power strips, extension cords, and other electronic accessories related to all office equipment; and (vii) removing and bagging toner for all printers. The Maintenance Contractor shall remediate any problems associated with the de-installation of computers and computer-related equipment at no additional cost to the CAO, the House, or the Client. De-installation services will be performed in accordance with the Move Schedule.

#### C.3.4.5.2.ii. Re-Installation

- a. The Maintenance Contractor shall provide the following re-installation services to a Client: (i) installing computers and peripheral equipment in accordance with the approved final floor plan; (ii) reconnecting all workstations, printers, laptops, peripherals, network devices, servers, and MFDs; (iii) testing all file server and computer connections for connectivity; (iv) troubleshooting or resolving any connection problems; (v) testing printing for each computer and printer, including any MFDs; (vi) troubleshooting and fixing any printer, server, and/or workstation problems; and (vii) ensuring that damaged equipment is reported to the Move Coordinator within twenty-four (24) hours of the move.
- b. The Maintenance Contractor shall remediate any problems associated with the re-installation of computers and computer-related equipment at no additional cost to the CAO, the House, or the Client. If there is a cost associated with any other move-related problems, the Maintenance Contractor must report those problems within twenty-four (24) hours of the move to the Client staff and the Move Coordinator. The Maintenance Contractor must obtain approval from the Move Coordinator to fix any problem prior to implementing a resolution. The Maintenance Contractor shall not be responsible for the remediation of pre-existing problems identified prior to the office move. The Maintenance Contractor

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shall resolve move-related problems that are identified within ten (10) Business Days of the move, excluding physical damage to equipment unless such damage was caused by the Maintenance Contractor.

#### C.3.4.5.3. Freshman Office Setup

- a. The Maintenance Contractor shall provide setup services to Freshman Offices, which shall include the following: (i) connecting all workstations, printers, laptops, peripherals, and MFDs to the network and ensuring all connectivity to the centralized storage and CMS Package; (ii) confirming network connectivity, and test printing to all printers, including any MFDs; (iii) creating service accounts for all appropriate devices according to the IT policies of the House; (iv) testing all connections (including wall jacks) to internal and external network resources, including centralized storage from each computer; (v) troubleshooting and resolving any connection problems; (vi) troubleshooting workstation, laptop, and/or printer problems, except equipment that show signs of physical damage; (vii) ensuring that damaged equipment is reported to the Move Coordinator within twenty-four (24) hours of the move; (viii) reporting any problems within twenty-four (24) hours of the move to the Move Coordinator; (ix) creating user accounts and mailboxes in the active directory/exchange for each new staff member in accordance with IT policies of the House; (x) assisting with general workstation setup, login, and access; (xi) configuring Microsoft Outlook upon request by the Client; (xii) configuring smartphones, tablet devices, and mobile devices upon request by the Client; (xiii) configuring all workstations in compliance with IT policies of the House; (xiv) coordinating with the House to create login scripts for non-standard drive mappings; and (xv) any other setup services that may be reasonable associated with this task.
- b. If there is a cost associated with the resolution of any problem (e.g., replacement of damaged equipment), the Maintenance Contractor must obtain approval from the Move Coordinator prior to implementing the resolution. The Maintenance Contractor shall not be responsible for the remediation of pre-existing problems identified prior to an office move. The Maintenance Contractor is responsible for resolving any identified move-related problems within ten (10) Business Days of the move, excluding physical damage to the equipment unless such damage was caused by the Maintenance Contractor. All move-related problems must be identified and submitted to the staff of the Client and Move Coordinator by the Maintenance Contractor no later than ten (10) Business Days following the start of a new Congress. Setup services should only be provided for equipment present in the Freshman Office on the move-in day.

#### C.3.4.5.4. Leadership and Committee Moves

##### C.3.4.5.4.i. De-Installation

- a. The Maintenance Contractor shall provide the following pre-move services to a Client of a Leadership or Committee office: (i) complete a site survey of the office and make a record of all computer and office-related equipment; (ii) inventory and label all computer equipment, and peripherals with House office codes that the office designates to be moved; (iii) safely power-down servers and workstations (HIR equipment remains behind, e.g., hub, switch, etc.); (iv) disconnect all peripherals and cabling from the system unit; (v) label the system unit(s), monitor(s), keyboard(s), mouse (mice), power cables, and other peripherals with the new room location information and a unique identifier for each system; (vi) place all peripheral items and related cabling in clearly labeled plastic zip-lock bags to be provided by Contractor; and (vii) survey the floor plan of new office space to ensure that all equipment recorded on the site survey is accounted for at the new location, and properly labeled.

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#### C.3.4.5.4.ii. Re-Installation

- a. The Maintenance Contractor shall provide the following re-installation services to a Client of a Leadership or Committee office: (i) install the PCs, file servers, scanners, faxes, and multi-purpose equipment such as copier/printer/scanners by staff name according to the final floor plan after approval by the office; (ii) reconnect all peripherals; (iii) coordinate with HIR to ensure proper IP addresses for the new location; (iv) ensure all peripheral devices, are properly connect and working; and (v) ensure all computer equipment has access to the House network, internet, file server, printers, multi-function machines and networked copiers.

#### C.3.4.6. Close-Out Services

Within twenty-four (24) hours of: (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the Maintenance Services Contractor shall provide the Client with all administrator passwords for the Client's systems that are administered by, maintained by, or in the possession of the Contractor.

#### C.3.5. Service 3: Systems Administration Services

A Systems Administration Contractor authorized to provide systems administration support services to a Client under a Contract must provide support plans to a Client that meet or exceed the specifications in this Section C.3.5.

##### C.3.5.1. Support Plans

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

##### C.3.5.2. Administration Responsibilities

The Systems Administration Contractor shall provide administration services to a Client, which shall include the following: (a) maintaining an inventory of computer hardware and software; (b) tracking computer lease and software licensing and maintenance agreements; (c) maintaining a log of internal office services performed, external services requested, and work hours; (d) ensuring that the Client has the necessary computer equipment to function efficiently; (e) providing computer assistance and training to the Client staff; (f) coordinating schedules to ensure Technology Services are provided to meet the Client's needs and requirements; (g) notifying Client staff of any system problems, scheduled maintenance, upgrades, and downtime; (h) notifying the House of any network problems; (i) maintaining local and network user accounts and permissions; (j) coordinating with the Maintenance Contractors and CMS Contractors during Congressional Transition activities; and (k) any other administrative services that may be reasonably expected under this task.

##### C.3.5.2.1. Technical Responsibilities

The Systems Administration Contractor shall provide technical services to a Client, which shall include the



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following: (a) troubleshooting network, workstation and peripheral problems; (b) performing additional maintenance to update computer systems with the collaboration of the Maintenance Contractor as required; (c) performing daily, weekly, and monthly file server (if applicable) backups; (d) performing quarterly verification of the integrity of the backup media (e.g., correct data is copied and restorable, and tape rotation is correctly executed); (e) installing software supported by the House, (f) supporting, installing and reassigning smartphones, tablets, and other mobile devices; (e) adding, changing, or deleting user profiles or configuration files on workstations and servers; (f) adding, changing, or deleting user accounts; (g) addressing and remediating violations identified by Cybersecurity; (h) ensuring House anti-virus software is running on the device; (i) troubleshooting workstation operating systems and application problems suspected to be caused by a virus; (j) repairing damage caused by viruses and other malicious code, including coordinating the reimaging of workstations when deemed necessary; (k) coordinating resolution of software application configuration problems with the House, the CMS Contractor, and/or the Maintenance Contractor; (l) supporting, installing, and relocating office peripherals; (m) performing printer tests to identify printer hardware or software deficiencies; (n) creating bootable media (external hard drives) that will facilitate access to corrupted workstations; (o) facilitating telecommunications arrangements among the Client, the Client's district offices, and outside services; and (p) any other technical services that may be reasonably expected under this task.

#### C.3.5.3. Close-Out Services

Within twenty-four (24) hours of: (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the System Administration Services Contractor shall provide the Client with all administrator passwords for the Client's systems that are in the possession of the Contractor.

#### C.3.6. Congressional Transition Services

The requirements listed in this Section C.3.6 are subject to updates to the Committee on House Administration Congress Transition Policies. In the event that the provisions of this SOW conflict with the Committee on House Administration Congress Transition Policies, the provisions of the Committee on House Administration Congress Transition Policies shall govern solely to the extent of any such conflict.

##### C.3.6.1. Background

During a "**Congressional Transition**", returning Members may have the opportunity to move their current office suite in Washington, DC to a different suite location. Returning Members who move offices will require their computer equipment to be de-installed and re-installed. A move schedule will be prepared and published daily by the House and communicated to the Contractors by the CAO. Contractors must be familiar with the specifics of the daily move schedule. Subject to the Committee on House Administration Congressional Transition Policies, the schedule may include anywhere from six (6) to eighteen (18) moves per day. Typically, six (6) offices are moved beginning at 8:00 AM and six (6) offices are moved beginning at 1:00 PM. However, if a larger than expected number of Members is elected, it is possible that a third moving time period beginning at 4:00 PM would be required.

##### C.3.6.2. Responsibilities

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If a CMS Contractor and/or Maintenance Contractor assists a Client in a move during the Congressional Transition, the Contractor may provide hardware and software support services to a Client, which may include the following: (a) providing expertise, guidance, and coordination in accordance with established policies of the House by acting as a single point of contact for computer-related services during a Congressional Transition; (b) accommodating schedules, which may include work on weekends and holidays; (c) preparing to support as many moves per day as directed by the House; (d) coordinating with the House-provided schedule; (e) accommodating changes to the schedule and other reasonable tasks inadvertently omitted; (f) providing invoices according to the instruction of the House; (g) attending Congressional Transition meetings; (h) following all Congressional Transition procedures of the House that are established during Congressional Transition meetings (e.g., floor plans, move times, Move Coordinator information); and (i) cooperating with technology support requirements of the COR for an after-action review conducted by the COR.

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#### **THE FOLLOWING SECTIONS APPLY TO ALL THREE TECHNOLOGY SERVICES**

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#### **C.4. SERVICE HOURS AND PLACE OF PERFORMANCE**

- a. “Normal business hours” shall mean the hours between 8:00 AM and 6:00 PM (Eastern Time) on Mondays through Fridays, except holidays observed by the House. “After hours” shall mean the hours before 8:00 AM and after 6:00 PM (Eastern Time) on Mondays through Fridays, excluding holidays observed by the House. “Holiday or weekend hours” shall mean the hours on Saturdays, Sundays and holidays observed by the House. Other types of service hours and/or emergency service hours may be set by the Contractor. The Contractor must obtain written approval from the Client prior to commencement of work performed after hours, or during holiday or weekend hours.
- i. The Contractor shall furnish on-site service during normal business hours, unless otherwise agreed upon by the Contractor and a Client, and as specified in the Contractor’s support plan.
- ii. Normal maintenance (including patching) or server migrations, except for critical vulnerabilities, unless otherwise specified, should be made between midnight and 6 AM (Eastern Time).

#### **C.5. RESPONSE AND RESOLUTION TIMES**

- a. Business hours are “normal business hours” as defined in Section C.4 of this SOW. Other types of response and resolution times may be set forth by the Contractor. The Contractor shall, at a minimum, meet the applicable response and resolution times set forth in this Section C.5. Employees and agents of the Contractor will be required to: (a) provide service to a Client upon notification of a service problem within the response times specified herein, (b) perform the work in a diligent manner, and (c) have the equipment or software ready for use and fully operational within specified timeframes. Software not on the Contractor’s supported software list will not be subject to the resolution time requirements listed in this Section C.5. The Contractor’s supported software list shall be included with each support plan.
- b. If the COR or the CO sends a communication to the Contractor by telephone or e-mail, the Contractor shall respond before three (3) hours have elapsed during normal business hours.

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- c. Notwithstanding the three (3) business-hour requirement contained in subsection (b) of this Section C.5, if the COR or CO specifies a deadline for responding, the Contractor shall respond no later than the specified deadline.

#### C.5.1. Services Conducted in Washington, DC

##### C.5.1.1. Response Times

Upon receiving a problem report from a Client, the Contractor shall provide, within one (1) hour, a telephone call, email, or other communication back to the Client and determine if an on-site diagnosis is required. If an on-site diagnosis is necessary, a technician must arrive on-site within four (4) hours from the initial time of the originating Client's problem report, unless otherwise agreed upon by the Client and the Contractor.

##### C.5.1.2. Resolution Times

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

#### C.5.2. Services Conducted in District Offices

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

##### C.5.2.1. Response Times

- a. Upon receiving a problem report from a Client or one of its district offices, the Contractor shall provide, within one (1) hour, initial contact back to the Client or applicable district office.
- b. Within four (4) hours from the initial time of the originating problem report from the Client or applicable district office, the Contractor will determine if an on-site diagnosis is required to resolve the problem. If an on-site diagnosis is required, a technician must arrive on-site within eight (8) hours from the initial time of the originating Client or applicable district office problem report, unless otherwise agreed upon by the Client, or applicable district office, and the Contractor.

##### C.5.2.2. Resolution Times

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

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i. Summary of Contractor Response and Resolution Times

<b>Action/Response Time to Client</b>	<b>DC Office</b>	<b>District Office</b>
Initial Contact	1 Hour	1 Hour
Determine if On-Site Visit is Necessary	1 Hour	4 Hours
Arrival On-Site Within	4 Hours	8 Hours
Resolution Time	12 Hours	18 Hours

**C.6. CYBERSECURITY COMPLIANCE**

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

**C.7. MANAGEMENT OF CONTRACTOR PERSONNEL AND DEVICES**

- a. The Contractor and its officers, employees, and agents must comply with the badge procedures outlined in all applicable policies and publications of the Office of Cybersecurity and the House.
- b. If authorized by the CAO, the Contractor may add Contractor-owned mobile devices to the House network. In such cases, Contractor shall be required to submit an executed copy of Attachment J.15 and comply at all times with HISPOL 8 *The United States House of Representatives Information Security Policy for Mobile and Portable Devices*. The House reserves the right to revoke such access or remove a device from the House network at any time.

**C.8. REPLACEMENTS, ADDITIONS AND REMOVALS**

- a. If parts are replaced on a like-for-like basis, the installed parts will become the property of the House and removed parts will become the property of the Contractor. The Contractor must remove all data from any data storage device removed as part of a like-for-like exchange and certify in a monthly report to the COR that the data has been removed from the data storage device. The Contractor must inform the House in writing of any new serial numbers of replaced equipment within thirty (30) days of installation. The Contractor may not charge a Client any rental, restocking, or replacement or loaner equipment fees.
- b. Individual units and associated maintenance costs may be added or removed from a Contract with a Maintenance Contractor at any time at the discretion of the House and/or Client. The Contractor shall be responsible for working with a Client to monitor the addition and/or removal of units to or from the support plan with the Maintenance Contractor and for coordinating any resulting support plan cost changes.

**C.9. STATUS REVIEW MEETINGS AND REPORTS**

**C.9.1. Meetings**

The COR and authorized representatives of the Contractor shall meet at least once a month. Upon mutual agreement between the COR and the Contractor, such meetings will be either in-person or via conference call. Any meeting changes shall require notification to the Contractor and the COR. The purpose of such

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meetings will be to review status reports, performance results, and current or outstanding issues, and to provide information to the Contractor. If the COR requests a meeting with the Contractor, the Contractor must meet with the COR in a timely manner.

#### C.9.2. Reports

The Contractor shall provide monthly electronic reports to the COR, no later than the third Business Day of each month, which include, but are not limited to the following information:

- a. network devices installed;
- b. customer data disposal (e.g. including hard drives, DVDs, CDs, and paper);
- c. call center ticket information;
- d. Contractor-initiated survey data;
- e. current customer list clearly indicating:
  - i. service(s) provided to each
  - ii. any recent changes (additions and removals)
  - iii. CMS version by Client
  - iv. staff information
- f. Contractor-owned server(s) information including:
  - i. server name(s)
  - ii. IP address
  - iii. function
  - iv. operating system and version
  - v. server type (e.g. web/application, database, file, other)
  - vi. server/application components (e.g. SQL, IIS, Apache, etc.)
  - vii. component versions
  - viii. software inventory
  - ix. versions (e.g. including third-party software such as Adobe, Java, etc.)
  - x. location (e.g., House-owned, AWS cloud, etc.)
- g. Client server(s) information including:
  - i. server name(s),
  - ii. IP address,
  - iii. function,
  - iv. operating system and version,
  - v. server type (e.g. web/application, database, file, other),
  - vi. server/application components (e.g. SQL, IIS, Apache, etc.),
  - vii. component versions, and
  - viii. software inventory and versions
- h. list of third-party apps that interact with House data;
- i. staff information; and
- j. call center ticket information.

Reporting requirements may occasionally change to request additional information.

#### C.10. TRANSFER SERVICES

- a. Transfer Services. Upon: (i) the expiration or termination of any Client Work Order or associated

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

- b. **CMS Package Data.** In the case of CMS Services, upon: (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide a copy of the Client’s data in accordance with the requirements set forth in the House Information Resources CMS Data Interchange Standard for conversion to another CMS Package provided by a different Contractor of CMS Services. The Contractor must remediate any problems associated with the data conversion at no additional cost the House or the Client. The outgoing and incoming CMS Contractors must coordinate the transfer of service, facilitate the conversion of all data, and remediate any problems associated with the database exchange at no additional cost to the CAO, the House, or the Client. The Contractor must provide a copy of the data from the CMS Package within five (5) Business Days from the date of the written request, expiration, or termination.
- c. **Maintenance Services and Systems Administration Services Data.** In the case of Maintenance Services and Systems Administration Services, upon: (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must immediately provide a copy of any and all of the Client’s password data. The Contractor must remediate any problems associated with the transfer of password data at no additional cost the House or the Client. The Contractor must provide a copy of such data within two (2) days from the date of the written request, expiration, or termination. Material requested pursuant to clause (iii) of this subsection shall be provided to the requester. Material provided pursuant to clauses (i) or (ii) of this subsection shall be provided to the Client and House contacts specified in Section 4 of the appropriate Client Work Order.
- d. **Transfer of Technology Services Software.** With respect to any Technology Services Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall license such Technology Services Software to the Client for use in the continued performance of the Technology Services at no additional cost to the Client or the House.
- e. **Transfer of Third-Party Software.** With respect to Third Party Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall, on the request of the House, assign its licenses of such Third Party Software to the Client, provided that: (i) the Contractor shall have the right to assign such licenses; and (ii) the Client shall assume all future contractual responsibility and liability under such licenses, including payment of future license fees, maintenance fees, and other charges. In connection with any license transfer under the Contract, the Contractor shall pay any fees associated with the transfer of such license, unless otherwise set forth in a Client Work Order.
- f. **Continuation of Technology Services.** The Contractor acknowledges that the provision of Technology Services is critical to the business and operations of the Client. Accordingly, in the event of: (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract; or (iii) a request for Transfer Services, or (iv) a fee dispute between the Client and the Contractor pursuant to which the Client in good faith believes it is entitled to delay or deny payment of the disputed amount or for which either party in good faith believes payment is due: (A) the Client shall continue to pay the Contractor undisputed amounts; and (B) the Contractor shall continue to make the Client’s Technology Service(s)

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available until the Client is able to replace the Technology Service(s) provided by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order.

#### **C.11. STANDARDS**

- a. General. The Contractor and its officers, employees and agents, and all Work Product provided to the Client or the House by the Contractor and its officers, employees and agents shall comply with the following standards and requirements, as updated from time to time during the term of the Contract, including but not limited to:
  - i. rules and regulations of the House and the House Ethics Manual;
  - ii. the Members' Congressional Handbook and the Committees' Congressional Handbook (whichever may be applicable);
  - iii. the Committee on House Administration Congress Transition Policies;
  - iv. the Vendor Management Policy on Significant Changes;
  - v. the applicable standards listed in the SOW (including the service hours and place of performance standards set forth in Section C.4 and the response and resolution times set forth in Section C.5);
  - vi. the United States House of Representatives Standards for New Purchases of Computer-Related Equipment;
  - vii. the United States House of Representatives Information Security Publication – Security Guidelines for Constituent Relationship Management (CRM) Systems (HISPUB 007.1.59);
  - viii. any other applicable policies, publications, checklists, or standards issued by House Information Resources or the Office of Cybersecurity;
  - ix. any applicable policies or regulations issued by the Committee on House Administration;
  - x. the Vendor Management Policy for Management of Contractor Access to House Resources; and
  - xi. the CAO Contractor Safety Policy (see §H.33).
- b. Additional Standards for CMS Contractors. If the Contractor is providing CMS Services, the Contractor and its officers, employees and agents, and all Work Product provided to the Client and the House shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:
  - i. the House's CMS evaluation process documents,

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- ii. the House XML Tag Set,
  - iii. the Correspondence Management Systems Feature Requirements,
  - iv. the House Information Resources CMS Data Interchange Standard,
  - v. the House API standards, and
  - vi. accessibility standards set forth in 34 C.F.R. Part 1194 issued pursuant to Section 508 of the Rehabilitation Act of 1973.
- c. Additional Standards for Maintenance Contractors. If the Contractor is providing Maintenance Services, all Work Product provided by the Contractor and its officers, employees, and agents shall comply with the following as updated from time to time during the term of the Contract, including but not limited to:
- i. the United States House of Representatives Minimum Standards for Supported Equipment, and
  - ii. the United States House of Representatives Supported Software List.
- d. Additional Standards for Systems Administration Services Contractors. If the Contractor is providing Systems Administration Services, all Work Product provided by the Contractor and its officers, employees, and agents shall comply with the following standards, as updated from time to time during the terms of the Contract, including but not limited to:
- i. the United States House of Representatives Minimum Standards for Supported Equipment;
  - ii. the United States House of Representatives Supported Software List; and
  - iii. the United States House of Representatives Information Security Policy for Wireless Handheld Devices (HISPOL 008.0).
- e. Changes in Standards Issued by the House. The House shall provide reasonable notice to the Contractor of changes in the standards that are issued by the House listed in this Section C.11, except for changes the House's Chief Information Security Officer must make in exigent circumstances. Changes in the standards that are issued by the House listed in this Section C.11 will take effect immediately or as they themselves provide. Changes the House's Chief Information Security Officer must make in exigent circumstances shall take effect immediately and the House shall provide reasonable notice to the Contractor of those changes after they take effect.

## **C.12. SIGNIFICANT CHANGES**

The Contractor and the House must comply with the *Vendor Management Policy on Significant Changes*, including any updates thereto by the House, during the term of the Contract. No Significant Change, excluding items listed under Section C.11, may be implemented without prior written notification to and prior written approval from the House. The Contractor acknowledges and understands that upon notification to and approval from the House of any Significant Change, the Contractor may be required, at the sole



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discretion of the House, to enter into an amendment or modification with the House to modify the Contract to reflect such change before the Significant Change can be implemented.

### **C.13. CONFIDENTIALITY**

- a. General. During the term of the Contract, Contractor must not disclose to any other person or entity any “Confidential Information” obtained from the House or in connection with delivery of the Technology Services. “Confidential Information” means: (i) all information related to the Contract, the House, the Client, the CAO, and all information collected, processed or otherwise accessed by Contractor in performing under the Contract, and any data or information collected in connection with delivery of the Technology Services and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House, the Client, and/or the CAO. Confidential Information shall not include information: (A) generally known to the public; (B) already known, through legal means, to the party receiving the information; (C) legally obtained from a third party; or (D) required to be disclosed under applicable law, regulation, or final order of any governmental or regulatory authority or court having jurisdiction over Contractor, the House or the Client, subject to the restrictions and procedures set forth in subsection (c), below.
- b. Non-Use and Non-Disclosure of Confidential Information. Contractor shall not, except as required by judicial order or governmental laws or regulations and subject to the procedures set forth in subsection (c), below, during or subsequent to the term of the Contract: (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the House and/or the Client. Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Contracting Officer. Contractor shall notify the COR and the Client immediately in the event of any loss of or unauthorized access to Confidential Information and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information.
- c. Constitutional Protection Against Compelled Disclosure. Contractor understands that Confidential Information obtained from the Client, the CAO, or the House may include information, documents, legislation, and correspondence protected absolutely from compelled disclosure by the U.S. Constitution’s Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1. In the event that Contractor receives any request of any third party, private party, governmental agency, or regulatory body (including but not limited to subpoenas, warrants, or court orders) (“Request”) for disclosure of Confidential Information, Contractor must notify the Client, CAO, and the U.S. House of Representatives Office of General Counsel by phone (202-225-9700) and email ([ogc@mail.house.gov](mailto:ogc@mail.house.gov)) within three (3) Business Days upon receipt of the Request (providing such notice is not prohibited by applicable law). Regardless of whether the issuer of the Request contends that such notification is prohibited by law, Contractor must also immediately notify the issuer of the Request that the requested Confidential Information may be absolutely protected from compelled disclosure by the U.S. Constitution’s Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1, and that the issuer must immediately contact the U.S. House of Representatives, Office of General Counsel (202-225-9700/[ogc@mail.house.gov](mailto:ogc@mail.house.gov)).
- d. Return of Confidential Information. Upon the request of the House and/or the Client, or in any event promptly upon the termination of the Contract (or the applicable Client Work Order), all Confidential

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Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the House and/or the Client, destroyed, and Contractor shall certify that it does not retain such Confidential Information.

#### **C.14. MEDIA CONTROL OR SANITIZATION**

- a. Definitions. The definitions of “destroying” and “purging” as used in this Section C.14 shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology’s Guidelines for Media Sanitization*. “Purging” shall include degaussing, when applicable.
- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House or the Client for any purpose (including de-install/re-install, repair or parts replacement, troubleshooting or staging), Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House or the Client, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by Contractor to third parties for maintenance is limited to vendors: (A) authorized by Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information (as defined below), and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.
- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House or the Client, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in Contractor’s possession and control at all times; (ii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iii) for internal and external hard drives, server hard drives, and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed and/or physically destroyed; and (iv) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

#### **C.15. REMEDIES**

- a. General. If the Contractor fails to comply with: (i) the Contract; (ii) a Client Work Order; (iii) policies, rules, and regulations of the House; or (iv) take the necessary action to ensure future performance in compliance with any of (i) to (iii) in this Section C.15(a), the House or the Client may, in addition to any other remedies specified in this Contract or available under applicable law, delay or deny payment to the Contractor. The CO may also require the Contractor to compensate the Client or the House for any costs incurred by the House or Client in ensuring that the work is performed in compliance with the Contract, either by requiring the Contractor to arrange for a replacement of the Contractor to perform the services at no additional cost to the House or the Client, or by acquiring such services from another contractor in compliance with the Contract and charging the difference to the Contractor.

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- b. **Certain Uncontrollable Events.** Notwithstanding any of the foregoing statements in this Section C.15, a party shall not be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control (excluding delays caused by employees, agents, or subcontractors of the Contractor), including a lapse in funding of appropriations for the House.
- c. **Additional Remedies.** If the House determines that the Contractor has not complied with any of (a)(i)-(iv) in Section C.15(a) of the Statement of Work, the House may (in addition to any other remedies herein, including those specified in the Contract or available under law):
  - i. prohibit or otherwise limit the Contractor from soliciting or providing Technology Services to any clients at the House outside of the Contractor's existing clients for Technology Services;
  - ii. prohibit or otherwise limit the Contractor from marketing or demonstrating Technology Services and products to any clients at the House outside of the Contractor's existing clients for Technology Services;
  - iii. disqualify the Contractor temporarily from future contracts with the House relating to Technology Services or non-Technology Services and/or subcontracting approved by the House, in full or in part, in accordance with the suspension provisions of the Procurement Instructions for the U.S. House of Representatives; and/or
  - iv. exclude the Contractor from future contracts with the House relating to Technology Services or non-Technology Services and/or subcontracting approved by the House, in full or in part, in accordance with the debarment provisions of the Procurement Instructions for the U.S. House of Representatives.

#### **C.16. MISCELLANEOUS**

- a. **Automatic Termination of Idle Contractors.** If the Contractor has not entered into a fully executed Client Work Order within (i) twelve (12) months after the execution date of the Contract, or (ii) twelve (12) months after an anniversary date of the execution date of the Contract, the Contract may automatically terminate without written notice at the discretion of the House.
- b. **Automatic Termination of Idle Task.** If the Contractor offers a particular task but has not entered into a fully executed Client Work Order for such task within the Contract base or option period, the Contractor shall not be authorized to provide such task in a subsequent option period.
- c. **Recommendation of Cloud Services.** The Contractor shall not recommend to an Office the use of Cloud services not authorized for use by the Committee on House Administration, as described in HISPOL17. A list of authorized services is available on the Cloud Services HouseNet page.
- d. **Use of Personal Devices.** The Contractor shall not recommend to an Office the use of personal devices for accessing House systems or CMS.
- e. **External Gateways.** External gateways must be accessed from the House's Virtual Private Network (VPN).

#### **C.17. ADDITIONAL SECURITY REQUIREMENTS**

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- a. Outsourced (Contractor facility/Contractor equipment/Contractor operated) systems, or other managed services associated with House operations require assessments and authorizations in accordance with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37, Revision. 1, *Guide for Applying the Risk Management Framework to Federal Information Systems*, or successor publications. As part of the assessment and authorization for the Contractor's information system(s), the Contractor must obtain authorization and provide a copy of the final authorization letter to the House. The final authorization package, to include the security assessment report, system security plan, and authorization letter, is due to the House within (6) six months of the issuance of the Contract or modification of the existing Contract for review and/or acceptance under reciprocity. The Contractor should provide evidence of a sound security program to include:
  - i. backups and recovery process
  - ii. risk analysis and reviews
  - iii. staff security awareness training
  - iv. vulnerability patching
  - v. incident response
  - vi. penetration testing

If, after reviewing the Contractor's authorization package, the House does not accept the authorization package as meeting the House's information security requirements, the House may terminate the Contract or issue guidance to the Contractor to allow them to comply. The Contractor shall perform assessments and maintain authorization in line with the House's annual continuous monitoring requirements.

- b. House-owned (House facility/House equipment) Contractor-operated systems, third party, or business partner networks require a system interconnection agreement and/or a memorandum of understanding which details what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to House networks. *House Information Security Policy (HISPOL) 15* provides full guidance on managing interconnections to House systems.
- c. House information shall be segregated from any non-House data on the Contractors/subcontractors information systems/media storage systems to ensure House requirements related to data protection and media sanitization can be met.
- d. The information of an individual House office shall be segregated from the data of any other House office on the Contractors/subcontractors information systems/media storage systems to ensure House requirements related to data protection and media sanitization can be met.
- e. All non-House owned information systems storage media used to store, process, or access House sensitive information shall have all House sensitive information removed, cleared, sanitized, or destroyed in accordance with House media protection policies upon: (1) completion or termination of the contract or (2) disposal or return of the storage media by the Contractor or any person acting on behalf of the Contractor, whichever is earlier.
- f. The Contractor shall store, transport, and transmit all Confidential Information in an encrypted form, using a House-approved encryption application that meets or exceeds the requirements of NIST FIPS 140-2 or its successor.

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- g. All House information on Contractor's information systems and all data storage associated with Contractor's work under the contract will be encrypted at rest. To the extent Contractor uses a subcontractor; the Contractor will ensure that such subcontractor also encrypts all House information at rest.
- h. Notwithstanding Section C.13(b) of this SOW, the Contractor shall not release records with PII protected by the Privacy Act under any circumstances, except in response to a court order subject to the limitations set forth in Section C.13(c) of this SOW or as requested by the Office of General Counsel. Whenever the Contractor receives a court order or a request to release records with PII protected by the Privacy Act, the Contractor shall notify the COR within twenty-four (24) hours.
- i. Contractor shall maintain policies, standards, and practices reasonably designed to protect the confidentiality, integrity, and availability of Contractor's and the House's confidential information. Documentation and security practices are subject to review/assessment through the risk management process.
- j. For information systems that are hosted, operated, maintained, or used on behalf of the House at non-House facilities, including cloud deployments, Contractors are fully responsible and accountable for ensuring compliance with applicable Privacy Act, NIST, House, and CAO policies. The Contractor security control procedures shall be identical, not equivalent to those procedures used to secure House systems. All external Internet connections involving non-House information systems shall be reviewed and approved by the House prior to implementation. External internet connection involving non-House information systems shall be captured in the system security plan or similar security documentation.
- k. Security Incident Investigation
  - i. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss, or damage to House assets or confidential information, or an action that breaches House security procedures. Even if outside regular business hours, the Contractor shall immediately (within one (1) hour of first becoming aware) notify the COR and simultaneously, the Office of Cybersecurity at [SOC@mail.house.gov](mailto:SOC@mail.house.gov), of any known or suspected security/privacy incidents (e.g. ransomware and other malicious malware attacks), or any unauthorized disclosure of confidential information, including that contained in system(s) to which the Contractor has access.
  - ii. To the extent known by the Contractor, the Contractor's notice to the House of a security incident will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the House information/assets were placed at risk or compromised), and any other information that the Contractor considers relevant.
  - iii. The Contractor, its employees, and its subcontractors and their employees will cooperate with the House and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor shall cooperate with the House in any civil litigation to recover House information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to the incident.

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- iv. The House shall have the right to participate in any investigation conducted (or initiated) by the Contractor relating to a suspected or actual breach. The House shall also, pursuant to such an investigation, have access to all related data including but not limited to affected files, systems, briefings, devices (including hard drives), and interim as well as final reports and analyses.
- v. To the extent practicable, the Contractor shall mitigate any harmful effects on individuals whose House information was accessed or disclosed in a security incident. In the event of a data breach with respect to any House Confidential Information processed or maintained by the Contractor or subcontractor under the contract, the Contractor is responsible for consequential damages to be paid to the House.

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## SECTION D - PACKAGING AND MARKING

### D.1. PAYMENT OF POSTAGE AND FEES

APRIL 2013

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

### D.2. PACKAGING AND MARKING

DECEMBER 2014

- a. **Packaging.** Preservation, packaging and packing for all items delivered hereunder shall be in accordance with commercial practice, unless otherwise stated in this Contract, to ensure acceptance by common carrier and safe arrival at destination. All boxes must: (i) include packing slips clearly referencing this Contract; (ii) be numbered sequentially; (iii) indicate the total number of boxes in the shipment (*i.e.*, 1 of 6, 2 of 6, etc.); and (iv) include a description of item, part or item number, customer name and customer location.
- b. **Marking.** Contractor packages sent by private shipping companies (*e.g.*, FEDEX, UPS, etc.) must have the following information recorded on or near the shipping label: "U.S. House of Representatives, Purchase Order/Contract Number: (insert number)," along with the recipient's name, office, building, room number and telephone number, if known. For items sent by local shipping companies, all deliveries, unless otherwise stated in this Contract, shall be considered "Inside Deliveries" and the Contractor will ensure that necessary hand-trucks, tools, and personnel are available upon delivery to transport goods to the final destination within the building.
  - a. **Delivery Schedule and Instructions.** No deliveries will be accepted unless the delivery vehicles have been processed at the U.S. Capitol Police Off-Site Delivery Center. The hours of the U.S. Capitol Police Off-Site Delivery Center are 5:00 a.m. to 7:00 p.m., Mondays through Fridays (Eastern Time), excluding Federal holidays. In order to gain access to the loading docks of the Capitol and the House Office Buildings, the Contractor is required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by the signature of the company's owner, officer or manager. Delivery trucks servicing the Ford House Office Building must not exceed ten (10) feet in height for inside delivery. Requests for access to the U.S. Capitol Complex, including the House Office Buildings, must be renewed three (3) times per year on April 30, August 31 and December 31, and should contain the following information: (i) name of company; (ii) name of drivers/employees requiring access; (iii) social security number for each driver/employee; (iv) date of birth for each driver/employee; (v) building(s) to be accessed; and (vi) company contact person and phone number. The information must be provided to: U.S. Capitol Police, Off-Site Inspection Center, 4700 Shepherd Parkway S.W., Washington, D.C. 20032; fax: 202-563-5140. Any questions can be directed to the Operations Division of the U.S. Capitol Police, 202-224-0202.

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## SECTION E - INSPECTION AND ACCEPTANCE

### E.1. INSPECTION

DECEMBER 2014

- a. Goods, Equipment and Services. Inspection of goods, equipment and services to be furnished hereunder shall be performed at the place of performance or delivery destination, in accordance with the provisions specified in this Contract and any applicable orders. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform such an inspection.
- b. Quality Assurance Reviews.
  - i. Tests. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. The Contracting Officer shall have the right to send his representative into areas used by the Contractor's employees, at any time, for quality assurance reviews or other purposes approved by the Contracting Officer.
  - ii. Non-compliance. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the Contracting Officer. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties. The Contractor shall respond to all quality assurance reports within the timeframe specified in each quality assurance review, annotating what actions have been taken. Written notification of negative quality assurance review results will be furnished within thirty (30) calendar days after completion of quality assurance reviews.
- c. Facilities. All facilities utilized by the Contractor in performance of work under this Contract shall be subject to inspection by officials of the House and other representatives of the House, as directed by the House.

### E.2. ACCEPTANCE

DECEMBER 2014

The House has the right either to reject or require correction of non-conforming goods, equipment, and services. Goods, equipment, and services are non-conforming when they are defective in material or workmanship or are otherwise not in conformance with requirements of the Contract, including any applicable instructions, specifications, drawings, data, the Contractor's warranties (express or implied) or any applicable samples provided to the House. Goods and equipment not accepted will be held for the Contractor's instruction at the Contractor's risk and, if the Contractor so instructs, will be returned to the Contractor at the Contractor's expense. Goods are considered accepted as to form, fit, and function upon signature of receiver. Equipment (*i.e.*, goods/items with an individual serial number and with each good/item initially valued at five hundred dollars (\$500.00) or higher) is considered accepted upon signature of a completed Equipment Installation Notice ("EIN") form. The EIN form can only be signed by a Member, Committee Chair, or Officer and is available on <http://www.house.gov/content/vendors> under the Additional Resources tab. Services are considered accepted upon a signed invoice. Payment for any goods, equipment or services hereunder shall not be deemed an acceptance thereof and will not waive any and all claims that the House may have against the Contractor.

### E.3. TITLE / TRANSFER / RISK OF LOSS

APRIL 2013

The Contractor warrants free and clear title to all goods, equipment and services procured under this Contract. Unless otherwise specified in this Contract, title and risk of loss shall transfer to the House upon acceptance.



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## SECTION F - DELIVERIES OR PERFORMANCE

### F.1. PERIOD OF PERFORMANCE

APRIL 2013

Contract period of performance shall extend from January 3, 2021 through January 2, 2023. If all options are exercised per clause E.2 the potential end date is January 2, 2029.

### F.2. OPTION TO EXTEND THE TERM OF THE CONTRACT

APRIL 2013

- a. Extension. The House may extend the term of this Contract up to three times for a period of 24 months each. Preliminary written notice to the Contractor of the House's intention to exercise these options will be at least thirty (30) calendar days before the Contract expires. The preliminary notice does not commit the House to an extension.
- b. Total Term. The total duration of this Contract, including the exercise of any options under this clause shall not exceed 8 years, 6 months.

### F.3. PLACE OF PERFORMANCE

APRIL 2013

Generally, Capitol Hill House Office Buildings in Washington, D.C. or Washington Metropolitan area and area District Offices located across the United States.

### F.4. NOTICE TO THE HOUSE OF DELAYS

DECEMBER 2014

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with this 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 COR by telephone and follow-up in writing to the COR within two (2) business days after the verbal notice, giving pertinent details. This notification does not relieve the Contractor of its obligations 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. Failure to meet delivery/completion dates shall relieve the House of any obligation to accept and pay for any such goods, equipment and/or services at the option of the House and without liability.

### F.5. SUSPENSION AND DEBARMENT

APRIL 2013

- a. Policy. The House will solicit offers from, award contracts to and consent to subcontracts with responsible contractors only. The prime contractor is responsible for vetting its subcontractors. Although recognized as a serious administrative action, the House may suspend or debar contractors if necessary to protect the U.S. Government's interest.
- b. Causes for Suspension and Debarment. The House may suspend or debar a contractor suspected, upon adequate evidence, of:
  - i. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract;
  - ii. violation of Federal or State antitrust statutes relating to the submission of offers;

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- iii. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
- iv. delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000);
- v. knowing failure by a principal, until three (3) years after final payment on any Government contract awarded to the Contractor, to timely disclose to the Contracting Officer, in connection with the award, performance or closeout of the contract or subcontract thereunder, credible evidence of a: (A) violation of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code; (B) violation of the civil False Claims Act (31 U.S.C. 3729-3733); or (C) significant overpayment(s) on the Contract; or
- vi. commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the Government contractor or subcontractor.

Indictment for any of the causes listed above constitutes adequate evidence for suspension and/or debarment. The House may, upon adequate evidence, also suspend a contractor for any other cause so serious or compelling a nature that it affects the present responsibility of the Government contractor or subcontractor.

- c. Suspension. If suspended, the Contractor is temporarily disqualified from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, pending the completion of an investigation and any ensuing legal proceeding(s).
  - i. *Procedures*. The Contracting Officer initiates suspension and debarment proceedings. If the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the individual or company immediately by certified mail, return receipt requested:
    - 1. that the individual or company has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities: (A) of a serious nature in business dealings with the House; or (B) 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 effect of the suspension; and
    - 5. that, within thirty (30) calendar days after receipt of the notice of suspension, the Contractor or its representative may submit to the Chief Administrative Officer, 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.

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- d. GSA Notification. The House reserves the right to notify GSA if the Contractor is suspended, debarred or proposed for suspension or debarment by the House.
- e. GSA Suspension and Debarment. After being listed on the System for Award Management (“SAM”), the House shall not solicit offers from, award contracts to or consent to subcontracts with the listed contractor, unless the House’s Chief Administrative Officer determines that there is a compelling reason for such action. Furthermore, contractors listed on SAM are excluded from conducting business with the House as agents or representatives of other contractors.
- f. Debarment. If debarred, the Contractor is excluded from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, for a defined period of time, generally not to exceed three (3) years.
  - i. *Procedures*. If the Contractor and any specifically named affiliates are proposed for debarment, the House shall advise the individual or company immediately 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. that, within thirty (30) calendar days after receipt of the notice, the Contractor or its representative may submit to the Chief Administrative Officer, in writing 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;
    - 6. of the potential effect of an actual debarment; and
    - 7. of the House’s procedures governing debarment decision-making.

The decision of the Chief Administrative Officer on the merits of a debarment shall be final. A decision may be appealed by the Contractor to the Committee on House Administration, in writing, within ten (10) calendar days of receipt of notification of the decision. However, the only basis for appeal is that the Chief Administrative Officer failed to follow the procedures established herein. No other basis for appeal will be considered by the Committee on House Administration.

- ii. *Notice*. In the event that the Chief Administrative Officer makes a determination to impose debarment, the House shall give the Contractor and any subcontractors affiliated with the project prompt notice by certified mail, return receipt requested:
  - 1. referring to the notice of proposed debarment;
  - 2. specifying the reasons for debarment; and
  - 3. stating the period of debarment, including effective dates.

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#### **F.6. PAYMENT FOR NON-PERFORMANCE**

APRIL 2013

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

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## SECTION G - CONTRACT ADMINISTRATION

### G.1. AUTHORIZED HOUSE REPRESENTATIVES

APRIL 2013

#### a. Contracting Officer.

- i. *Authority.* The Contracting Officer is the only person authorized to approve changes under this Contract and, notwithstanding provisions contained elsewhere in the Contract, said authority resides solely with the Contracting Officer.
- ii. *Unauthorized Changes.* Except as specified in paragraph (iv) herein, no order, statement or conduct of personnel of the House who visit the Contractor's facilities, or in any other manner communicate with personnel of the Contractor during the performance of this Contract, shall constitute a change (in scope, terms, conditions, requirements, pricing and/or delivery schedules) under this Contract. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, 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.
- iii. *Written Authority.* The Contractor shall not comply with any order, direction or request of personnel of the House which would constitute a change under this Contract, unless issued in writing and signed by the Contracting Officer, or made pursuant to specific authority otherwise included in this Contract.
- iv. *Delegation of Authority.* The Contracting Officer may delegate certain responsibilities to authorized representatives.

#### b. Contracting Officer's Representative.

- i. *Responsibilities.* The COR, appointed in writing 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: (1) determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this Contract; (2) ensuring compliance with the contract requirements insofar as the work is concerned; (3) advising the Contracting Officer and Contracts Specialist of any factors which may cause delays in delivery and/or performance of the work; and (4) 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.* 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 Contracts Specialist; and (4) provide the Contracts Specialist with notification of intent to exercise options or renewals ninety (90) calendar days prior to expiration date.

#### c. Contracts Specialist. The Contracts Specialist prepares all modifications to this Contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or the Contractor on behalf of the Contracting Officer.

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## **G.2. AUTHORIZED CONTRACTOR REPRESENTATIVE (ACR)**

APRIL 2013

The ACR serves as the Contractor's liaison between the Contractor and the COR. The ACR shall provide periodic status reports to the COR pursuant to the clause titled, "Reports / Plans / Schedules" 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. The Contractor shall provide the name of the ACR to the House upon submission of a proposal and notify the House of any subsequent changes.

## **G.3. DELEGATION OF AUTHORITY**

APRIL 2013

The parties to this Contract, in their discretion, may delegate to representatives within their respective organizations any of their administrative functions in connection with this Contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this Contract will be made in writing to the Contracting Officer.

## **G.4. POST AWARD CONFERENCE**

APRIL 2013

A post award conference shall 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. INVOICES**

DECEMBER 2014

- a. Invoice Information. A proper invoice shall minimally include:
  - Contractor Name, Address and Phone Number
  - Name of Contractor Point of Contact
  - House Contract Number
  - Work/Delivery Order Number (as appropriate)
  - Invoice Number
  - Invoice Date
  - Invoice Page Number (each page of an invoice shall minimally also contain the Contractor name, invoice number and invoice date)
  - Payment Terms, if appropriate (example: 2% 10 - net 30)
- b. Deliverables. For each deliverable included on the invoice, the invoice shall include, as applicable:
  - Contract Line Item Number
  - Period of Performance
  - Brief Description of Item
  - Quantity Delivered
  - Unit Price
  - Extended Price
  - Total Price of all deliverables contained on Invoice
- c. Submissions. Invoices for goods, equipment and services shall be submitted by e-mail or facsimile to the point of contact specified in the Contract.

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- d. Discounts. For services and goods (other than equipment), any cash discount period will be computed from the date the invoice is received. For equipment, any cash discount period will be computed from the date/time stamped on the EIN form.
- e. Follow-up Invoices. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Any questions from the Contractor regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
- f. Taxes. The House is exempt from all direct taxes, including any sales and use taxes.
- g. Freight. In general, all freight, shipping and handling charges are the responsibility of the Contractor. Unless expressly included and itemized in the Contract, no charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fee, permits, cost of bonds or for any other purpose will be paid by the House.
- h. Equipment Installation Notice. No payment for equipment (*i.e.*, goods/items with a serial number) will be made unless an EIN form, complete with serial numbers, or other commonly used Product Identification Numbers of delivered equipment, maintenance information and signature of the Member, Chairperson or Officer in the office receiving the equipment, is provided to the CAO Central Receiving. The installation date, warranty period and maintenance start date, if applicable, will commence on the CAO time stamp date which appears on the EIN form, regardless of the actual installation date.

#### **G.6. REMITTANCE ADDRESS**

APRIL 2013

- a. Electronic Funds Transfer. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by EFT. To enable the House to send payments electronically to the Contractor's financial institution, the Contractor must first complete an EFT enrollment form to provide a signature and certain information regarding the financial institution. Please visit the House's website at [www.house.gov](http://www.house.gov) for appropriate forms or call the EFT Help Line at 202-226-2277.

#### **G.7. REPORTS / PLANS / SCHEDULES**

APRIL 2013

All reports, plans, schedules and other submittals required to be submitted by the Contractor to the House under this Contract are subject to approval by the Contracting Officer, or, if authorized by the Contracting Officer, the approval of the COR.

- a. Approval. Until the Contractor's required submissions are approved by the Contracting Officer (or the COR, if authorized), the Contractor's performance will continue to be governed by the Contractor's previously approved submissions, or as directed by the Contracting Officer (or the COR, if authorized).
- b. Minimum Information. At a minimum, the performance summary report shall include the following information:
  - i. reporting period;
  - ii. the Contractor's name and contact information;
  - iii. description of the work accomplished during the reporting period (*i.e.*, new installations, relocations, etc.), including, at a minimum, a list of (1) itemized tasks completed and a description of the support/services utilized; (2) hours/dollars expended by tasks; and (3) task status;
  - iv. a summary of the anticipated activity for the next reporting period; and

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v. a summary of outstanding issues and the proposed solution for said issues.

- c. Additional Information. The Contractor shall provide the COR performance summary reports acceptable in content and format. The House may request that the Contractor provide additional information in connection with any performance summary report submitted. If additional information is requested, the Contractor shall provide the COR the requested information within ten (10) calendar days of the request or sooner as requested by the COR. Failure to submit an acceptable performance summary report may subject the Contractor to penalties for non-performance and/or jeopardize renewal of this Contract.
- d. Timeframes. The Contractor's on-time submission of the required deliverables is critical to the overall successful performance of the Contract. The reports shall be submitted as requested by the COR

#### **G.8. CONTRACT STATUS AND REVIEW MEETINGS**

APRIL 2013

As determined necessary by the COR, contract review/status meeting shall be scheduled. The purpose of the meetings is to review the performance summary reports, performance evaluations, current/outstanding issues and provide the Contractor with any House-related informational materials. The House will use these meetings as a tool to monitor the Contractor's performance and to address and resolve potential problems, which will increase the likelihood of successful Contract performance.

#### **G.9. RESOLVING CONTRACT PERFORMANCE ISSUES**

APRIL 2013

- a. Notification. The Contractor shall immediately bring all performance issues to the attention of the COR. Likewise, the COR shall immediately bring all real or apparent performance issues to the 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 this Contract.
- b. Resolution. 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 Contracting Officer. The Contracting Officer, with input from the COR, Contracts Specialist and subject matter experts, if necessary, will attempt to resolve performance issues to the mutual satisfaction of both the House and the Contractor.
- c. Remedies. If performance issues cannot be resolved to the mutual satisfaction of both the House and the Contractor, the Contracting Officer may pursue any of the remedies provided for under this Contract, up to and including termination of all or part of this Contract.

#### **G.10. DISPUTES**

DECEMBER 2014

The parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute persists, the parties shall follow the administrative procedures set forth in the "Disputes" section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request and are described below:

- a. Submission of Claim. The Contractor may submit a written claim to the Contracting Officer seeking a final decision. The period for submission of written claims expires six (6) months from the date of completion of the Contract. The Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's direction during the entirety of the dispute or appeal process. A claim by the Contractor shall be decided by the Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy of the final



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decision to the Contractor. The Contracting Officer's decision on the dispute shall be final unless the Contractor appeals to the Chief Administrative Officer as set forth below.

- b. Appeal to Chief Administrative Officer. Within thirty (30) calendar days from the receipt of a Contracting Officer's final decision, the Contractor may appeal the decision in writing by mail to the Chief Administrative Officer. The Chief Administrative Officer shall review the parties' positions and issue a final decision on the appeal. The Chief Administrative Officer's decision on the appeal shall be final unless the Contractor appeals to the Committee on House Administration as set forth below. In connection with any appeal under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
- c. Appeal to Committee on House Administration. Within thirty (30) calendar days of receiving the Chief Administrative Officer's final decision, the Contractor may appeal to the Committee on House Administration to the extent the appeal is based on the Contracting Officer's alleged failure to follow procedural guidelines. No other basis of appeal may be submitted to the Committee on House Administration. If no such appeal is taken, the decision of the Chief Administrative Officer shall be final.

#### **G.11. MODIFICATIONS**

DECEMBER 2014

- a. No amendment, change or modification to this Contract shall be effective or enforceable unless it is in writing and signed by both parties (except that administrative changes may be effected in writing and signed by the Contracting Officer (as described in the "Change Orders" clause in this Contract)).
- b. The Contracting Officer may at any time, by written order make changes within the general scope of this Contract in any one (1) or more of the following: (a) drawings, designs or specifications when supplies/equipment to be furnished are to be specifically manufactured for the House in accordance with the drawings, designs or specifications; (b) method of shipment or packing; or (c) place of delivery/performance. If any such change causes an increase or decrease in the cost or, or the time required for, performance of any part of the work under this Contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery/performance schedule, or both, and shall modify this Contract. The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the "Disputes" clause in this Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

#### **G.12. TERMINATION**

DECEMBER 2014

- a. Termination for Convenience of the House. The House may terminate, in whole or in part, the performance of work under this Contract for its convenience at any time by providing written notice to the Contractor ("Notice of Termination"). After receipt of a Notice of Termination, and except as directed by the House, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause:
  - i. stop work as specified in the Notice of Termination;
  - ii. place no further subcontracts or orders for goods, equipment or services, except as necessary to complete any continuing portion of this Contract;
  - iii. terminate all subcontracts and orders to the extent they relate to the work terminated;

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- iv. settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders; and
  - v. diligently continue to perform any work not terminated.
- b. Payments. Unless otherwise set forth in this Contract, if the Contractor and the House fail to agree on the amount to be paid because of the termination for convenience, the House will pay the Contractor the percentage of the Contract price reflecting the percentage of the work performed prior to the Notice of Termination, plus reasonable termination-related charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using the Contractor's standard record keeping system. The Contractor will use generally accepted accounting principles that are in accordance with auditing standards promulgated by the International Accounting Standards Board, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to or determined under this clause. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- c. Termination for Default/Cause. The House may, with written notice of default to the Contractor, terminate this Contract in whole or in part for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract term or condition, or fails to provide the House, upon request, with adequate assurances of future performance. In the event of termination for cause, the House shall not be liable to the Contractor for any amount for goods or services not accepted, and the Contractor shall be liable to the House for any and all rights and remedies provided by law. Generally, after the written notice and prior to terminating this Contract for default, the House will provide the Contractor five (5) calendar days to cure the defective performance; however, if the defective performance results in a breach of information security, substantial harm to the House, or a failure to meet the delivery schedule, the House reserves the right to immediately terminate this Contract for default, without providing the Contractor a cure period. The Contractor shall diligently continue to perform the work not terminated. If it is determined that the House improperly terminated this Contract for default/cause, such termination shall be deemed a termination for convenience. All disputes arising under or related to this Contract shall be resolved under the provisions of this Contract and the procedures set forth in the "Disputes" section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.

### **G.13. RELEASE OF CLAIMS**

APRIL 2013

After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States arising out of this Contract, other than claims specifically excepted from the operation of the release.

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## SECTION H - STANDARD CONTRACT CLAUSES

### H.1. CONTRACT TYPE

FEBRUARY 2016

☐ Firm-Fixed-Price (FFP) Contract.

☐ Time and Materials/Labor Hours Contract

- a. This is a time and material/labor hours contract for services specified and effect for the period stated.
- b. Contractor will provide contractor support at specified fixed hourly rates that are fully burdened and include wages, overhead, profit and general and administrative expenses.

■ Indefinite Delivery / Indefinite Quantity

- a. This is an Indefinite-Delivery/Indefinite-Quantity (“IDIQ”) contract for the supplies or services specified and effective for the period stated. The quantities of supplies and services specified in this Contract are estimates only.
  - i. Orders. Delivery or performance shall be made only as authorized by orders issued in accordance with this Contract. Orders shall be at the fixed prices/rates set forth in this Contract and may be awarded on a Time-and-Material or Firm-Fixed Price basis.
  - ii. Quantity. The Contractor shall furnish to the House, when and if ordered, the supplies or services specified up to and including the quantity designated in the Contract as the “maximum.” There is no limit on the number of orders that may be issued, and the House may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- b. Ordering. All work performed by the Contractor shall be authorized by individual orders. Issuance of orders is at the sole discretion of the House.
- c. Discretionary Contract. Use of this Contract to obtain the products and/or services provided herein is at the sole discretion of the House. No legal liability exists on the part of the House to order all products and/or services provided herein exclusively through this contract vehicle (i.e., this is not a “requirements” contract). The maximum amount that can be awarded under single or multiple orders is [REDACTED].
- d. Express or Formal Modifications. All other terms and conditions of the initial Contract shall remain unchanged, except where expressly and formally modified by both parties.
- e. Fixed Rates for Services. The following fixed rates shall apply for payment purposes for the duration of the Contract. Please note that the labor hours set forth below are estimates for the periods indicated and exact hours will be determined based upon individual orders as the need for services become known. The labor classifications are defined in Section [REDACTED], Attachment [REDACTED]. Any labor classifications other than those listed shall not be requested by the House nor shall the Contractor provide them under this Contract.

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- i. Rates. The rates set forth in the attachment cover all direct labor expenses and indirect expenses (i.e., overhead, general and administrative expenses) and profit.
- ii. Invoicing and Payment. The Contractor shall invoice for only the time of the personnel whose services are applied directly to the work called for in individual orders and accepted by the COR. The House shall pay the Contractor for the life of a work order at rates in effect when the work order was issued, even if performance under the work order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the Contract. These records must document time worked and work performed by each individual on all orders.
- iii. Billing. An individual will be billed at the labor rate designated by the labor category to which he or she is assigned according to the specific work order under which that individual is performing work. (For example, if a partner is assigned through a work order as an audit manager, the partner shall be billed at the audit manager rate.) In no event shall an individual be assigned or billed at a labor rate higher than that for which he or she has been contractually approved in the pre-award phase.

## **H.2. AVAILABILITY OF FUNDS**

DECEMBER 2014

The House's obligation under this Contract is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the House may arise until the funds are made available to the designated Contracting Officer through an Appropriations Act for operations of the House. Issuance of a contract to the Contractor bearing the signature of a Contracting Officer shall constitute evidence that such funds are available.

## **H.3. SYSTEM FOR AWARD MANAGEMENT**

OCTOBER 2014

The Contractor shall register or be registered in the SAM database ([www.sam.gov](http://www.sam.gov)) within ninety (90) calendar days from the date of award. The Contractor shall ensure that all information contained in its SAM registration is current, complete and accurate throughout the performance period of this Contract and until final payment is made by the House. To successfully register in the SAM database, the Contractor must provide its Dun & Bradstreet Data Universal Numbering System ("DUNS") number or DUNS+4 number. The Contractor must also provide its Taxpayer Identification Number, as validated by the Internal Revenue Service. Unless the Contractor's SAM registration is marked "Active," the registration requirement is not met. Not applicable to Independent Contractors. The Contracting Officer may waive this requirement in writing only.

## **H.4. INSURANCE**

APRIL 2013

The Contractor shall carry and maintain, during the entire period of performance under this Contract, the following levels of insurance coverage as required by law:

- a. Worker's Compensation. Workers' compensation and employee's liability insurance: a minimum of one hundred thousand dollars (\$100,000) per incident;
- b. Comprehensive. Comprehensive general liability: a minimum of one million dollars (\$1,000,000) bodily injury per occurrence;

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- c. Automobile. Automobile (vehicle) general liability insurance: a minimum of two hundred thousand dollars (\$200,000) per person; one million dollars (\$1,000,000) per accident; property damage fifty thousand dollars (\$50,000.00); and/or
- d. Other. Other insurance as required and specified in this Contract.

Upon request of the Contracting Officer, the Contractor shall promptly provide proof of insurance coverage.

#### **H.5. FEDERAL TORT CLAIMS ACT**

APRIL 2013

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.

#### **H.6. EXCUSABLE DELAYS**

DECEMBER 2014

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without fault or negligence of the Contractor, such as acts of God or the public enemy, acts of the House, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. The Contractor shall (a) notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, (b) remedy the adverse impact of such occurrence with all reasonable dispatch, and (c) promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### **H.7. WARRANTY**

DECEMBER 2014

- a. Term. The term of the warranty shall begin on the date of acceptance. For equipment, the installation date and the warranty period will commence on the time stamp date which appears on the EIN form.
- b. Newly Manufactured Goods and Equipment. Unless this Contract specifies otherwise, the Contractor warrants that all goods and equipment provided are new. Used or reconditioned goods and equipment are prohibited, unless otherwise specified. If the Contractor believes that furnishing other than new material will be in the House's interest, the Contractor shall so notify the House in writing prior to delivery, specify the price reduction proposed and request authority to deliver such material.
- c. Goods, Equipment and Services. The Contractor warrants that the goods, equipment and services will be free from defects in materials and workmanship for a minimum of ninety (90) calendar days, as follows: (i) after completion of performance of services; (ii) after acceptance of goods, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply; and/or (iii) from the date that the EIN form is date-stamped by CAO Central Receiving for equipment, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply. Should the Contractor's goods, equipment or services prove to be defective within said applicable warranty period, the Contractor shall promptly replace or repair said goods or equipment or correct such services in accordance with the requirements of this Contract, upon receipt of written notice from the House and without cost to the House. If such goods, equipment or services cannot be brought into compliance with this Contract in a timely manner, as determined by the House, the House may require a refund, in whole or in part, from the Contractor.

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- d. Software. For the delivery of commercial software (*i.e.*, software that has been sold, leased or licensed to the general public), the Contractor warrants that such software will perform in accordance with the software license and accompanying documentation (*e.g.*, nonproprietary manuals and other materials). The Contractor further warrants that the commercial or proprietary software delivered under this Contract will be free, at the time of delivery, of harmful code (*i.e.*, computer viruses, worms, trap doors, time bombs, disabling code or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software).
- e. Intellectual Property. The Contractor warrants that the goods, equipment and services furnished under this Contract will not infringe or violate any U.S. intellectual property right, including, without limitation, rights in trade secrets, copyrights and U.S. patents.
- f. Excluded / Limited Warranties. If the Contractor wishes to exclude or limit these implied warranties, it shall be the Contractor's responsibility to offer and agree with the House on an express warranty that includes terms (including the length of the warranty) equal to or better than those offered to comparable customers in customary commercial practice. The express warranty, if any, shall be included as an addendum to the Contract.

#### **H.8. SUBSTITUTIONS**

DECEMBER 2014

The Contractor shall not tender substituted goods or equipment or use any specification in lieu of those applicable to this Contract without the prior written consent of the Contracting Officer.

#### **H.9. BUY AMERICAN**

APRIL 2013

Unless otherwise specified in this Contract, goods and equipment acquired hereunder shall be of 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

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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.”

#### **H.10. MOST FAVORED CUSTOMER PRICING**

APRIL 2013

During the term of this Contract, prices for the goods, equipment and services required under this Contract must be equal to or lower than those offered the most favorable customer for similar quantities under comparable terms and conditions. When requested by the Contracting Officer, the Contractor must show that the prices offered the House match or are less than those offered to the Contractor’s most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by the Contracting Officer throughout the term of the Contract. Any price reductions offered to other customers must be offered to the House if similar item quantities are involved.

#### **H.11. HOUSE RULES AND REGULATIONS**

DECEMBER 2014

This Contract shall be governed by and shall be interpreted in accordance with all applicable statutes, House Rules ([clerk.house.gov/legislative/house-rules.pdf](http://clerk.house.gov/legislative/house-rules.pdf)) and House Regulations.

#### **H.12. COMPLIANCE WITH LAWS**

APRIL 2013

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract, including laws prohibiting discrimination on the basis of race, religion, color, sex, national origin, age or disability.

#### **H.13. HOUSE INFORMATION**

OCTOBER 2014

a. Ownership, Access and Release of House Information. The House and the Contractor agree that all “House Information” shall remain the exclusive property of the House. As used herein, and subject to the specific exclusions below, “House Information” means (i) all information related to this Contract, (ii) all information (including all work papers, products, drawings, products, code, House records, files, forms, data and other information and documents in electronic or hard-copy form) collected, stored, processed, developed or otherwise accessed by the Contractor and subcontractor in performing this Contract, and (iii) all other information that is of such nature that a reasonable person would understand such information to be House Information. House Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, or (C) required to be disclosed under applicable law, subject to the further requirements of Section I.16 where incorporated into this Contract. The Contractor shall not provide access to, make unauthorized copies of, and/or release any House Information without prior written approval by the Contracting Officer, and subject to the further requirements of Section I.16 where incorporated into this Contract.

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- b. Return of House Information. Upon the request of the applicable House entity or the Contracting Officer, or in any event promptly upon the termination of this Contract, all House Information made available hereunder, including electronic copies and any applicable backup copies thereof, shall be returned or, if directed or permitted by the applicable House entity or the Contracting Officer, destroyed, and the Contractor shall certify that it does not retain such House Information. Similarly, the Contractor shall require its subcontractors to return or destroy House Information upon completion of work under this Contract. The Contractor shall require that its subcontractors certify that such information is not retained. Failure to comply with the provisions of this clause may result in penalties prescribed under House rules at the discretion of the Contracting Officer.

#### **H.14. INFORMATION SECURITY**

OCTOBER 2014

- a. Compliance. All Contractor and subcontractor software, hardware and personnel that interface with House offices (including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (“HIR”)) are subject to and shall comply with the rules, regulations and sanctions outlined in the House Information Security Policies (“HISPOLS”), House Information Security Publications (“HISPUBS”) and HIR Security Standards, which will be provided upon request, as required by the Contract. The Contractor agrees to instruct its employees and subcontractors in connection with this Contract of their obligations to comply with all security standards and requirements of the House.
- b. System Servers. All system servers of the Contractor and its subcontractors must receive security certification from the Office of Cybersecurity prior to integration within the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Office of Cybersecurity.

#### **H.15. NON-DISCLOSURE AGREEMENT**

APRIL 2013

Due to the sensitive and confidential nature of information that the Contractor and subcontractors may come in contact with during the performance of this Contract, the Contractor, subcontractor and all personnel with access to House Information shall sign the House’s “Non-Disclosure Agreement” form, as provided by the Contracting Officer. The Non-Disclosure Agreement forms must be completed prior to commencing work under this Contract. The Non-Disclosure Agreement states in part that the individual signing the form agrees and understands that he or she will not disclose any House Information, including House Sensitive Information, received in the course of service to the House.

#### **H.16. PROTECTION OF CONTRACTOR PROPRIETARY DATA**

APRIL 2013

- a. Contractor Proprietary Data. The House agrees that all material appropriately marked or identified in writing as “Contractor Proprietary,” and furnished hereunder by the Contractor to the House, are provided for the House’s use for the purposes of this Contract only. All such proprietary data, including software, shall remain the property of the Contractor, subject to the House’s “Government Purpose Rights” license.
- b. Destruction of Licensed Materials. The House will take reasonable steps to ascertain, prior to disposing of any media containing licensed materials, that such licensed materials contained thereon have been erased or otherwise destroyed.
- c. Compliance. The House agrees that it will take reasonable steps by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.



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#### **H.17. EXAMINATION AND AUDIT**

DECEMBER 2014

The Contractor agrees that the House, or its designated representative, shall have the right to review and copy any directly pertinent records, including records of a subcontractor, regarding the performance of this Contract. The Contractor agrees to maintain such records for possible examination or audit for three (3) years after final payment, unless a longer period of record retention is stipulated or required by law.

#### **H.18. LIMITATION OF LIABILITY AND INDEMNIFICATION**

DECEMBER 2014

- a. Damage or Loss to Property. The Contractor assumes all risk of loss of or damage to any property of the House (except for House Information, which is discussed in paragraph (b) below) entrusted to the Contractor while in the Contractor's possession or otherwise under the Contractor's control. In the event of loss or irreparable damage, the Contractor shall promptly reimburse the House for the value of the property. Any other damage shall be promptly repaired by the Contractor at the Contractor's expense.
- b. Damage to Information. The Contractor shall protect and be responsible for any loss, destruction or damage to House Information, work product or other information needed to perform its obligations under this Contract that results from or is caused by the Contractor's acts or omissions or from the failure on the part of the Contractor to reasonably maintain and administer such House Information, work product or information. The Contractor shall be liable to the House for any damages resulting from such loss, destruction or damage.
- c. Limitation of Liability. In no event will the House be liable for consequential, special, indirect, incidental, special or punitive damages, or any loss of revenue, profit, business, savings or goodwill, regardless of the form of action or theory of recovery, even if notification has been given as to the possibility of such damages.
- d. Indemnification. To the maximum extent permitted by law and except to the extent caused by negligence of the House, the Contractor shall, at its expense, indemnify, defend with counsel reasonably approved by the House and hold harmless the House, its Members, employees and agents, from and against any losses, liabilities, damages, fines, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees and settlements, and expenses from any third party claim, action, suit or judgment to the extent caused by or arising from: (i) the negligent acts or negligent omissions or willful misconduct of the Contractor, its officers, employees, agents or subcontractors for property damage, personal injury or death; (ii) the failure of goods, equipment and/or services delivered/performed under this Contract to meet the requirements of applicable laws or regulations; (iii) the infringement or violation of any U.S. or foreign intellectual property right, including without limitation rights in trade secrets, trademarks, copyrights and patents, by any good/equipment/service provided hereunder; and (iv) a breach or alleged breach of its obligations to maintain the confidentiality of House Information and information security requirements set forth in this Contract. The House shall promptly give the Contractor notice of such claim and shall cooperate in the defense of such claims at the Contractor's expense. The disclaimers of certain damages and damages limitations in paragraph (c) above shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from the Contractor's indemnification obligations under this Contract.

#### **H.19. NON-EXCLUSIVITY OF RIGHTS AND REMEDIES**

APRIL 2013

In all cases, the rights and remedies of the House herein are cumulative and are in addition to any other rights or remedies that the House may have at law or in equity.

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## **H.20. FLOWDOWN AND SUBCONTRACTORS**

APRIL 2013

The Contractor shall be responsible for flowing down all appropriate terms and conditions of this Contract to its subcontractors and suppliers. The Contractor shall obtain prior written consent from the Contracting Officer prior to subcontracting any part of this Contract. Award of a contract resulting from an Offer proposing a specific subcontractor shall constitute approval for use of that subcontractor, but in all respects, the prime contractor shall remain responsible for performance under the contract.

## **H.21. E-VERIFY**

APRIL 2013

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

“Employee assigned to the contract” means an employee, of the Contractor, who was hired after December 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee: (i) normally performs support work, such as indirect or overhead functions; and (ii) does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contractor 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 fifty (50) States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

### **b. Enrollment and Verification Requirements.**

- i. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) 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 three (3) business days after the date of hire.
- ii. 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 all new employees: (1) if the Contractor has been enrolled sixty (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 three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than sixty (60) calendar days, within sixty (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 three (3) business days after the date of hire.
- iii. 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.

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- c. Web Site. Information on registration for and use of the E-Verify program can be obtained via the Department of Homeland Security Web site at [www.dhs.gov/e-verify](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 who is a current employee or: (i) whose employment eligibility was previously verified by the Contractor through the E-Verify program; or (ii) 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.
- f. Report. Within thirty (30) days of the Contract award, the Contractor shall provide the Contracting Officer with written confirmation of (i) when the Department of Homeland Security granted E-Verify access to the Contractor, and (ii) when the Contractor first used the E-Verify verification system.

## **H.22. BACKGROUND CHECKS**

OCTOBER 2014

- a. Employee Eligibility. The Contractor must submit a report prior to the commencement of work to the COR, which lists all Contractor employees and subcontractor employees who will be working on this Contract and states that the U.S. Department of Justice, Immigration and Naturalization Service Employment Eligibility Verification Form I-9 was completed and verified for each person listed. This report must be signed and dated by a Contractor Human Resources Director or Manager. For Contractor employees and subcontractor employees placed on this contract after the initial report submission, the Contractor must complete the CAO Contractor/Contract Employee Registration Form (available on [www.house.gov](http://www.house.gov)). This form must be signed and dated by a Contractor Human Resources Director/Manager or Executive in the Contractor's corporate office, and presented to the COR prior to the COR initiating the background check.
- b. Background Checks. All Contractor employees and subcontractor employees working on this Contract will go through a background check conducted by the U.S. Capitol Police. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this Contract. Forms for each Contractor employee and subcontractor employee working on this Contract must be submitted prior to the commencement of work and early enough so adjudication of the results by the CAO can occur prior to the commencement of this Contract. If CAO Human Resources, after having processed the forms, determines at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, CAO Human Resources will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer's request, any employee or subcontractor employee deemed unsuitable or unfit by the CAO from work under this Contract.
- c. Frequency. All Contractor employees and subcontractor employees working on this Contract are required to go through a background check by the U.S. Capitol Police and be cleared by the CAO every three (3) years. Additional background checks may be conducted on such Contractor and subcontractor employees at any time as warranted.
- d. Security Clearance. Contractor employees and subcontractors must be able to obtain and/or maintain a Federal government security clearance and/or pass additional background checks/investigations if access to "House

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Sensitive Information” (as described in HISPOL 002.0, which is available upon request) is required under the terms of this Contract. Individual House Offices or CAO Business Units may require an Office of Personnel Management Extended Background Investigation or other security clearance, as deemed necessary, at the cost to the Contractor.

#### **H.23. IDENTIFICATION BADGES**

OCTOBER 2014

- a. Access. If unescorted access is required outside of normal public building visitor hours, and access to the House network or House Sensitive Information will occur, or as determined by the COR, all Contractor employees and subcontractor employees requiring access shall obtain a House identification badge issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee begins work under this Contract or subcontract. Although subject to change, public building visitor hours are Monday to Friday 7:00 a.m. to 7:00 p.m., and Saturday 7:00 a.m. to 1:00 p.m., excluding Federal holidays. House identification badges will not be issued to a Contractor employee or subcontractor employee unless the Capitol Police background check (CP-491 or equal) forms are submitted and approved.
- b. Return Policy. The Contractor shall ensure that each Contractor employee and subcontractor employee promptly surrenders his or her House identification/access badge to the COR upon termination of employment or when that employee’s performance is no longer required under this Contract. The Contractor agrees to pay a fee of one hundred dollars (\$100.00) per week per badge for failure of the Contractor, a Contractor employee or subcontractor employee to comply with this obligation.
- c. Final Payment. Final payment will not be made under this Contract until all House identification badges that were issued under this Contract have been returned to the COR, who will give them to CAO Human Resources.

#### **H.24. KEY PERSONNEL**

APRIL 2013

- a. General. All Contractor personnel identified as key personnel in the proposal shall be considered “Key Personnel” in this Contract. Any changes to Key Personnel shall be documented in a modification to this Contract.
- b. Substitutions. The Contractor shall make no substitutions of Key Personnel unless the substitution is (i) necessitated by illness, death or termination of employment, (ii) requested by the COR, or (iii) requested by the Contractor and approved by the COR. The House reserves the right to request that a given resource be substituted for any reason. Approvals of Contractor requests to substitute Key Personnel for reasons other than illness, death or termination of employment shall be granted sparingly and in all instances predate the actual substitution by no fewer than fourteen (14) calendar days. In the event of a substitution, the Contractor is solely responsible for ensuring that there is a sufficient knowledge transfer to minimize delays in continuing the work being performed by the resource. Substitutions to Key Personnel shall have qualifications equal to or superior to those of the approved resource.
- c. Training and Orientation. If the House is paying the Contractor on a time-and-materials or labor-hour basis for Key Personnel, the following shall apply: for a period of time determined by the COR, but in no event more than ten (10) business days, the Contractor shall bear the cost of training and orientation of a replacement resource by the House so that the replacement resource can resume the services performed for the House at the same point and with the same efficiency as the resource being substituted (at which time the Contractor may commence billing the House for the services of the substituted resource).

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## **H.25. AUTHORIZED USE BY OTHER LEGISLATIVE ENTITIES**

APRIL 2013

Other Legislative Branch Entities can issue orders against this Contract to acquire goods, equipment and services within the scope of the Contract. The House includes Members, Resident Commissioners, Delegates, House Officers, Committees, Leadership Offices, other House Offices and joint entities.

## **H.26. COVENANT AGAINST GRATUITIES**

DECEMBER 2014

The Contractor warrants that no gratuities (including entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of any Contractor, to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intent of securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. This Contract may be immediately terminated for default if it is determined by the House that a gratuity was offered or given to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intention of securing this Contract or securing favorable treatment under this Contract. No Member, Resident Commissioner, Delegate, House Officer or employee of the House shall share any personal benefit of this Contract.

## **H.27. CONFLICTS OF INTEREST**

APRIL 2013

- a. Personal Conflicts of Interest. A personal conflict of interest exists when a Contractor employee has a financial interest, personal activity or relationship that could impair the employee's ability to act fairly and impartially when performing under this Contract. The Contractor shall have procedures in place to screen employees for potential personal conflicts of interest. The Contractor must:
  - i. not assign or allow employees to perform any task under the contract for which the Contractor has identified a personal conflict of interest that cannot be satisfactorily prevented or mitigated in consultation with the Contracting Officer;
  - ii. inform applicable employees of their obligation (1) to disclose and prevent personal conflicts of interest; (2) not to use non-public information accessed through performance of the contract for personal gain; (3) to avoid even the appearance of personal conflicts of interest; and (4) to sign a Non-Disclosure Agreement;
  - iii. establish and maintain effective oversight mechanisms to verify compliance with personal conflict of interest safeguards;
  - iv. take appropriate disciplinary action in the case of employees who fail to comply with the personal conflict of interest policies established pursuant to this clause; and
  - v. report to the Contracting Officer any personal conflict of interest violation as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. The Contractor must provide follow-up reports of corrective actions taken, as necessary. Personal conflict of interest violations include: (1) failure by an employee to disclose a personal conflict of interest; (2) use by an employee of non-public information accessed through performance of the contract for personal gain; and (3) failure of an employee to comply with the terms of a non-disclosure agreement.

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b. Organizational Conflicts of Interest. An organizational conflict of interest exists when the Contractor's activities or relationships with other persons, corporations and/or entities render the Contractor unable or potentially unable to provide impartial assistance or advice to the House, or the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or the Contractor has an unfair competitive advantage. The Contractor must avoid strictly any conflict of interest or even the appearance of a conflict of interest in connection with this Contract. The Contractor shall not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.

- i. Contracting with organizations owned in whole or in part by federal government employees. An organizational conflict of interest exists when the Contractor is owned in whole or in part by federal government employees, regardless of whether the personnel are employed by the federal governmental entity where the proposal, quotation, bid, or offer is being submitted. Whenever there could be a perceived conflict of interest resulting from direct ownership the contracting officer shall be notified immediately. Ownership through a 401(k) or other substantially similar investment or retirement vehicle where no direct involvement in the organization is or can be exercised shall not be deemed a conflict.

#### **H.28. ADVERTISING/PROMOTIONAL MATERIALS**

OCTOBER 2014

The Contractor agrees to submit any proposed advertising and/or promotional copy connected in any manner with this Contract and/or the House or Capitol to the Contracting Officer for approval. No news releases, press conferences, or advertisements to be issued by the Contractor pertaining to this Contract or mention of the House as a customer shall be made by the Contractor without prior written approval of the Contracting Officer. This restriction applies to all media, including corporate and social web sites. The Contractor shall not use the House seal under any circumstances in any of its materials.

#### **H.29. INCIDENTAL SERVICES, TRAVEL AND OTHER EXPENSES**

APRIL 2013

Unless separately priced and awarded, the cost of all services, travel and any other expenses incurred incident to performance of work shall be borne by the Contractor. If separately priced and awarded, travel costs shall be reimbursed in accordance with the Joint Federal Travel Regulations, including per diem rate limitations.

#### **H.30. SEVERABILITY**

APRIL 2013

The Contractor and the House agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract terms and conditions shall remain in full force and effect.

#### **H.31. ASSIGNMENT**

OCTOBER 2014

This Contract and the rights, interests and obligations of the Contractor hereunder shall not be assigned by the Contractor without the Contracting Officer's prior written consent.

#### **H.32. ORDER OF PRECEDENCE**

DECEMBER 2014

- a. Contract. In the event of an inconsistency between portions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) statement of work; (ii) other clauses of this Contract, whether

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incorporated by reference or otherwise; (iii) solicitation provisions; (iv) any clauses associated with purchase orders or task orders issued pursuant to the Contract and (v) the Contractor's proposal.

- b. Other. In the event that the provisions of this Contract conflict with the provisions of other Federal contracts, including orders incorporating terms of U.S. General Services Administration Federal Supply Schedule contracts, the provisions of this Contract shall govern solely to the extent of any such conflict.

### **H.33. SAFETY AWARENESS**

DECEMBER 2014

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

### **H.34. WAIVER OF RIGHTS**

DECEMBER 2014

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other default.

### **H.35. PRIVACY AND CONFIDENTIALITY**

MARCH 2015

- e. General. During the term of this Contract, the Contractor must not disclose to any other person or entity any "Confidential Information" obtained from the House or in connection with delivery of the services related to this Contract. "Confidential Information" means (i) all information related to this Contract, the House and all information collected, processed or otherwise accessed by the Contractor in performing under this Contract, and any data or information collected in connection with delivery of the services related to this Contract, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House. Confidential Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, (C) legally obtained from a third party, or (D) required to be disclosed under applicable law, regulation or final order of any governmental or regulatory authority or court having jurisdiction over the Contractor or the House, but only to the extent of such requirement (in which case the Contractor shall (1) give prompt notice to the House, describing in reasonable specificity and detail all Confidential Information to be disclosed and all relevant circumstances with respect to such disclosure, to enable the House to take any appropriate action in order to limit such required disclosure, and (2) provide all reasonable cooperation to the House in connection with any such action).
- f. Non-Use and Non-Disclosure of Confidential Information. The Contractor shall not, except as required by judicial order or governmental laws or regulations, during or subsequent to the term of this Contract (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the House. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Contracting Officer. The Contractor shall notify the COR immediately in the event of any loss of or unauthorized access to Confidential Information and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information.

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- g. Return of Confidential Information. Upon the request of the House, or in any event promptly upon the termination of this Contract, all Confidential Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the House, destroyed, and the Contractor shall certify that it does not retain such Confidential Information.
- h. Failure to Comply. Failure of the Contractor to comply with this confidentiality clause may be grounds for a Termination for Default by the Contracting Officer.

#### **H.36. WORKPLACE RIGHTS & RESPONSIBILITIES POLICIES AND TRAINING** APRIL 2018

- a. The Contractor shall certify that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention.
- b. The contractor shall certify that all contractors providing services to the House under this contract have completed such training prior to working under this contract.
- c. Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed annual workplace harassment and discrimination prevention and rights training.

#### **H.37. US FEDERAL GOVERNMENT HOLIDAY SCHEDULE** JULY 2021

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. Birthday of Martin Luther King, Jr.
- c. Washington's Birthday
- d. Memorial Day
- e. Juneteenth National Independence Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veterans Day
- j. Thanksgiving Day
- k. Christmas Day

Contractor personnel assigned to this Purchase Order shall not be granted access to the United States Capitol Campus or conduct tele-work activities during the holidays listed above, except as follows: the Contractor shall provide sufficient contractor support to perform round-the-clock requirements of critical work already in process, as instructed by the Government Point of Contact, the Contracting Officer or authorized representative. No form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site or remote, unless otherwise instructed by the Government Point of Contact, the Contracting Officer or authorized representative.

The federal holiday schedule may be found on the following Web site -- <http://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays>



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## SECTION I - SPECIAL CONTRACT CLAUSES

### I.1. RIGHTS IN NEW WORK PRODUCT

APRIL 2013

- a. Ownership. The House and the Contractor agree that all data, inventions, discoveries, intellectual property, technical communications and records developed, originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs and other documentation or improvements thereto and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the House's exclusive property.
- b. Pre-Existing Materials. Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this clause will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c. Government Purpose Rights. The House shall have "Government Purpose Rights" to the Work Product. Such recipients of the Work Product may include, without limitation, executive agencies or legislative branch of the U.S. Government, state/local government entities, and other House or Senate contractors/vendors.
- d. Joint Development. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the House, may be used by either party without obligation of notice or accounting.
- e. Developing Other Materials. This Contract shall not preclude the Contractor from developing materials outside of this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the House pursuant to this Contract.

### I.2. SOFTWARE ESCROW

APRIL 2013

The Contractor shall place the source code for all Work Product (for which the House has paid up to the date of default or termination) and the object code for all Pre-Existing Materials (as defined in the Clause entitled, "Rights in New Work Product"), consistent with the Contractor's license rights in such materials, into escrow to protect the House's ability to operate the system/solution in the event of a Contractor default or insolvency. The terms and conditions of the Escrow Agreement shall be substantially in the form provided by the Contractor and approved by the Contracting Officer.

### I.3. SOFTWARE LICENSE WARRANTY

APRIL 2013

The Contractor warrants that it has full power and authority to grant the rights contained in this Contract with respect to the software without the consent of any other person. Neither the performance of the services by the Contractor nor the license to and use by the House of the software and documentation (including copying) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

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#### **I.4. SYSTEM/SOLUTION WARRANTIES**

APRIL 2013

In addition to any warranties set forth elsewhere in this Contract, the Contractor represents and warrants the following with regard to the system/solution:

- a. the Contractor's performance and the system/solution shall comply with all applicable laws, regulations, codes, standards and ordinances;
- b. the Contractor shall not introduce unauthorized code into the system/solution and has tested for such unauthorized code using industry standard tests and has not found any such unauthorized code. The Contractor further warrants that the Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies the Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the House's use of or access to the system/solution, in whole or in part, based on any type of limiting criteria;
- c. the system/solution and all data-related output or results produced thereby: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by the House that may deliver date records from the system/solution or interact with date records of the system/solution;
- d. each copy of the Work Product provided by the Contractor, as applicable, is and will be free from physical defects in the media that tangibly embodies the copy. The Contractor shall replace, at the Contractor's expense including shipping and handling costs, any Work Product provided by the Contractor that does not comply with this warranty; and
- e. if the software for the system/solution, in whole or in part, is replaced; upgraded; or modified by the Contractor with replacement or upgraded software components, or if the Contractor provides custom software or enhancements, the software as upgraded, replaced or modified shall operate with the rest of the software, equipment and data in the system/solution without loss of any functionality.

#### **I.5. INTELLECTUAL PROPERTY INDEMNITY**

APRIL 2013

- a. With respect to claims arising from computer hardware or software manufactured by a third-party and sold by the Contractor as a reseller, the Contractor will pass through to the House such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, the Contractor will provide the House with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this subparagraph. The provisions of this subparagraph apply only to third-party computer hardware and software sold as a distinct unit and accepted by the House.
- b. Unless an applicable Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this clause will be conditional upon the following:
  - i. the House will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

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- ii. the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (1) when substantial principles of government or public law are involved, when litigation might create precedent affecting future House operations or liability, or when involvement of the House is otherwise mandated by law, the House may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (2) the House will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (3) the House will reasonably cooperate in the defense and in any related settlement negotiations.
- c. Should the deliverables or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a United States intellectual property right, the House shall permit the Contractor at its option and expense either to procure for the House the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverable or software by the House shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the House in procuring substitute deliverables or software. If, in the sole opinion of the House, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Contract impractical, the House shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the House has paid the Contractor less any reasonable amount for use or damage.
- d. The Contractor warrants that it has appropriate systems and controls in place to ensure that House funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of any intellectual property right, law, rule or regulation, including those addressing copyright.

#### **I.6. DOCUMENTATION FOR SOFTWARE AND EQUIPMENT**

APRIL 2013

The Contractor shall provide two (2) sets of Documentation to the House in a customary commercial format. "Documentation" means (a) all documents to be delivered under the Contract, (b) work product prepared by the Contractor to explain the use of the system/solution, and (c) all commercially available operations, technical and other manuals used in conjunction with the system/solution, including without limitation manuals provided by licensors of third-party software and by equipment manufacturers. Upgrades and revisions to this Documentation shall be provided for the term of the Contract. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If the Contractor maintains its technical, maintenance and installation Documentation on a web site, the Contractor may fulfill the obligations set forth in this clause by providing the House access to its web-based Documentation information. The Contractor grants a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished in accordance with the definition of "Government Purpose Rights" in the Clause entitled, "Rights in New Work Product."

#### **I.7. SOFTWARE VERSIONS**

APRIL 2013

Unless otherwise mutually agreed to in writing, the Contractor shall, during the term of the Contract, maintain any and all third-party software products at their most current version or, at the House's option, no more than one (1) version back from the most current version at no additional charge for such Services. However, the Contractor shall not maintain any third-party software versions, including one (1) version back, if any such version would prevent the House from using any software functions, in whole or in part, in accordance with applicable specifications for the then-current

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version of the system/solution or would cause deficiencies in the system/solution. Any additional costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

#### **I.8. USE OF HARDWARE OR SOFTWARE MONITORING**

APRIL 2013

- a. The Contractor must permit inclusion or attachment of monitoring devices as the House may choose to employ for the purpose of examining or measuring the activity within a computer system/solution delivered, installed, and/or maintained by the Contractor under this Contract. These devices include hardware monitors physically connected to the computer system/solution and software monitors that may require portions of the computer system's control software to be displaced.
- b. The Contractor may not prohibit the installation of these devices unless the particular device will cause significant or permanent damage to the computer system/solution. The Contractor must assist the House in identifying and locating device connections when requested by the House if the Contractor provides the services to other customers. If House attachments cause equipment failure, the House is liable for any damage.

#### **I.9. TECHNOLOGY ENHANCEMENT**

APRIL 2013

The Contractor may propose technology enhancement of information technology equipment, hardware, or software configurations being provided under this Contract whenever newer technology becomes available that may save money, improve performance or save energy. All proposed upgrades must meet all of the following requirements:

- a. all mandatory requirements of the Contract must continue to be met;
- b. overall Contract life cycle costs may not increase as a result of the upgrade; and
- c. the proposed upgrade or enhancement will: (i) either be more cost effective than existing contract offerings/configurations; or (ii) at minimum, must result in at least equal operability, maintainability, reliability and overall system/solution performance while providing some additional benefit or advantage to the House.

The decision on a proposed technology replacement shall be made solely at the discretion of the Contracting Officer.

#### **I.10. SELF-HOSTING OPTION**

APRIL 2013

The House shall have an option to replace any hosting services provided by the Contractor with a self-hosted version of the software and self-hosted maintenance and support services, under which the House would take responsibility for hosting and operation of its system/solution. The House will exercise this self-hosting option by issuing a written notice to the Contractor. If the House exercises this option, the Contractor and its subcontractors hereby grant the House a perpetual, irrevocable, non-terminable, nonexclusive license at no charge to use, demonstrate (for the House's internal business purposes and for processing House Information), modify and prepare derivative works based on, and reproduce the Source Code for Custom Software and the Object Code for third-party software, consistent with the Contractor's rights in such software, for the House's internal business purposes; provided, however, that the Contractor shall not be required to provide maintenance services for deficiencies caused by House-produced modifications to or derivative works based on the software. If the House exercises the self-hosting option, the prices reflected in this Contract for such option shall take effect.

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#### **I.11. SERVICE LEVEL AGREEMENTS**

APRIL 2013

- a. The Contractor warrants that it shall maintain the system/solution, and hosting services if any, to meet the Service Level Agreements (“SLAs”) set forth in the Contract.
- b. The Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report the Contractor’s performance of the system/solution against the applicable SLAs. The Contractor will provide the House with information and access to all information or work product produced by such tools and procedures upon the House’s reasonable request for purposes of verification. The House may conduct tests for measuring and certifying the achievement of the SLAs.
- c. If the system/solution fails to meet SLAs, the Contractor shall modify, reconfigure, upgrade or replace the system/solution, equipment, network and/or software, at no cost to the House, in order to ensure that the system/solution and hosting services if any, comply with such SLAs.

#### **I.12. MEDIA SANITIZATION – FAX AND COPY MACHINES**

FEBRUARY 2015

- a. Definitions. The definitions of “destroying” and “purging” as used herein shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology’s Guidelines for Media Sanitization*. “Purging” shall include degaussing, when applicable.
- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House for any purpose (including deinstall/reinstall, repair or parts replacement, troubleshooting or staging), the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.
- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iv) for internal and external hard drives, server hard drives and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed; and (v) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

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### **I.13. REMOVED**

### **I.14. QUALITY ASSURANCE SURVEILLANCE PLAN**

APRIL 2013

- a. General. The House will prepare a Quality Assurance Surveillance Plan (“QASP”) for this Contract. The QASP defines the continuing relationship between the Contractor and the House during the life of this Contract, addresses the preparation and submission of reports, and provides that ground rules for meetings between the parties. The QASP also memorializes the framework the House will use to monitor the Contractor’s performance and administering this Contract. The Contractor’s 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 QASP, if applicable.
- b. Responsibilities. It shall be the responsibility of the Contracting Officer’s authorized representative to periodically review this QASP for purposes of updating and/or recommending any necessary revisions. If a change to the QASP is required, the Contracting Officer will execute the appropriate bilateral or unilateral modification.

### **I.15. VENDOR PERFORMANCE EVALUATION**

APRIL 2013

On a periodic basis, the Contractor’s performance will be assessed using a Vendor Performance Evaluation (“VPE”). A VPE shall be prepared by the COR on an annual basis, prior to the exercise of any contract option period and upon contract completion. A VPE may be prepared more frequently at the discretion of the House. The Contractor will be provided an opportunity to respond to negative evaluations and provide a corrective action plan.

### **I.16. CONSTITUTIONAL PROTECTION AGAINST COMPELLED DISCLOSURE**

NOVEMBER 2018

The Contractor understands that House Information obtained from the Client, the CAO, or the House may include information, documents, legislation, and correspondence protected absolutely from compelled disclosure by the U.S. Constitution’s Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1. In the event that Contractor receives any request of any third party, private party, governmental agency, or regulatory body (including but not limited to subpoenas, warrants, or court orders) (“Request”) for disclosure of House Information, Contractor must notify the Client, CAO, and the U.S. House of Representatives Office of General Counsel by phone (202-225-9700) and email ([ogc@mail.house.gov](mailto:ogc@mail.house.gov)) within three (3) Business Days upon receipt of the Request (providing such notice is not prohibited by applicable law), and in all circumstances the requisite notice must be provided prior to the disclosure of House Information. Regardless of whether the issuer of the Request contends that such notification is prohibited by law, Contractor must also immediately notify the issuer of the Request that the requested House Information may be absolutely protected from compelled disclosure by the U.S. Constitution’s Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1, and that the issuer must immediately contact the U.S. House of Representatives, Office of General Counsel (202-225-9700/[ogc@mail.house.gov](mailto:ogc@mail.house.gov)).

Release of House Information limited to the terms of this Contract and any payments made pursuant to this Contract shall not be subject to the provisions of this Section I.16.

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## SECTION J - ATTACHMENTS

J.1	Pricing Matrix
J.2	Non-Disclosure Agreement
J.3	Reserved
J.4	Minimum Standards for Supported Equipment
J.5	Supported Software List
J.6	Vendor Management Policy on Significant Changes
J.7	Standards for New Purchases of Computer-related Equipment
J.8	Client Work Order - Technology Services
J.9	Vendor Management Policy for Management of Contractor Access to House Resources
J.10	Index of Supplemental Documents Incorporated (NDA)
J.10A	Correspondence Management System Feature Requirements
J.10B	CMS Evaluation Process
J.10C	Digital Mail Interface Specifications
J.10D	CMS Connection and Interface Requirements
J.10E	House Information Resources CMS Data Interchange Standard
J.10F	House XML Tag Set
J.10G	House Information Security Policies and Publications (HISPOLs and HISPUBs)
J.10H	Committee on House Administration Transition Policies
J.10I	Digital Privacy Release Form Specifications
J.10J	House IT Policy 007.0: The United States House of Representatives Information Technology Policy for Bulk Email List Management
J.11	Index of Supplemental Documents Incorporated (Websites)
J.11A	Rules of the House of Representatives
J.11B	House Ethics Manual
J.11C	Members' Congressional Handbook
J.11D	Committees' Congressional Handbook
J.12	U.S. House of Representatives Web Systems Publication - Communicating with Congress Level of Service Standards (CMS Vendors)
J.13	Amendments to RFP
J.14	CMS Installation Acceptance Form
J.15	Contractor Mobile Devices Utilizing HIR MDM Servers
J.16	Vendor Management Policy for Use of CMS Data Exchange Share
J.17	CAO HIR Mobile Device Management End-User Acknowledgement
J.18	Required Question Format

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

### K.1. FINANCIAL INFORMATION

APRIL 2013

When requested by the Contracting Officer, the Offeror shall furnish company financial data for the three (3) years preceding the submission of the Offer. To comply with this requirement, the Offeror shall furnish copies of financial statements or annual reports. When so requested by the Contracting Officer, publicly-held companies must also provide copies of filed Securities and Exchange Commission 10-K Reports and Proxy Statements.

### K.2. INSURANCE INFORMATION

APRIL 2013

The Offeror agrees that upon award of a contract it shall maintain general liability, workers' compensation and any other insurance requirements set for in the clause titled "Insurance," unless otherwise waived in writing by the Contracting Officer.

### K.3. COMPANY BACKGROUND AND IDENTIFYING INFORMATION

APRIL 2013

The Offeror shall provide or submit the following information with its offer:

- a. legal name of the Offeror: \_\_\_\_\_;
- b. Tax Identification Number (TIN): \_\_\_\_\_;
- c. type of organization: ☐ Sole proprietorship; ☐ Partnership; ☐ C Corporation ☐ S Corporation ☐ Limited Liability Company ☐ Not-for-Profit \_\_\_\_\_ [please insert relevant Section of Internal Revenue Code [e.g., 501(c)(3)]]; ☐ Government entity (Federal, state, local); ☐ Foreign government; ☐ Other (if "other," please provide additional information);
- d. Dun and Bradstreet Data Universal Numbering System (DUNS) Number: \_\_\_\_\_;
- e. Address. The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:

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### K.4. QUALITY ASSURANCE INFORMATION

APRIL 2013

The Offeror certifies that, unless the solicitation specifies in-process inspection, upon award of a contract, any product or service tendered for acceptance will be in compliance with the Offeror's existing quality assurance system.

### K.5. RESPONSIBILITY CERTIFICATION

APRIL 2013



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- a. The Offeror certifies that it is an ongoing business concern regularly engaged in the type of business covered by the specifications set forth in this solicitation. To the best of its knowledge and belief, the Offeror and/or any of its principals certify they:
- i. [ ] are, [ ] are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for the award of a Federal government contract;
  - ii. [ ] have, [ ] have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a Federal, state or local government contract or subcontract; (2) the violation of Federal or state antitrust statutes relating to the submission of offers; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
  - iii. [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(ii) of this provision;
  - iv. [ ] have, [ ] have not, within a three (3) year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000) for which the liability remains unsatisfied; and
  - v. have [ ], have not [ ], within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- b. For purposes of this certification, the term “principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the applicable business unit(s) (e.g., general manager, plant manager, head of a division or business segment, and similar positions) of the Offeror.
- c. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification under this clause was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. A certification that any of the items in paragraph (a) of this clause exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide any relevant explanations in additional sheets attached to this Section K, or furnish additional information as requested by the Contracting Officer, may render the Offeror non-responsive.
- e. The certification in paragraph (a) of this clause is a material representation of fact upon which the House placed reliance when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to the House, the Contracting Officer may terminate for default the contract resulting from this solicitation. The Offeror shall, if requested by the Contracting Officer, furnish promptly any information which the Contracting Officer may consider necessary to establish its responsibility.

#### **K.6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

APRIL 2013



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If this solicitation specifies that the product(s) and/or service(s) to be acquired are to be listed on either a U.S. General Services Administration (“GSA”) Multiple Award Schedule (“MAS”) Contract or another type Government Wide Acquisition Contract (“GWAC”), or if the solicitation does not require it but the offer is based in whole or in part on products or services included in an GSA contract or GWAC contract, the Offeror is to identify below the GSA Contract or GWAC contract under which such product(s) and/or service(s) are to be offered. Such Offeror also certifies that the GSA Contract or GWAC contract so identified is currently in force, and the offered product(s) and/or service(s) are authorized for sale thereunder.

GSA MAS Contract or GWAC Contract Number:                      Contract Period of Performance:                     

Contracting Officer Name:                                      Contracting Officer Telephone Number:                     

Name of GSA MAS Contract or GWAC Contract Holder\*:   

\*If the GSA Contract or GWAC Contract Holder is a joint venture or the product of some other team arrangement, use the space below to provide information describing the nature of the joint venture/team arrangement. The House reserves the right to request additional information regarding the joint venture/team arrangement, if any.

#### **K.11. SYSTEM FOR AWARD MANAGEMENT**

FEBRUARY 2016

The Contractor represents and warrants that it is not currently suspended, debarred or proposed for debarment by any Federal, state or local governmental entity, or otherwise listed as an excluded party in SAM ([www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/)). Check whichever applies:

☒ Currently registered in SAM.

☐ Not currently registered in SAM but in the process of completing registration.

#### **K.12. CERTIFICATION OF TRAINING**

APRIL 2018

Contractor certifies that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention. Further, the contractor certifies that any contractor staff providing services to the House have completed the training prior to working under this contract. Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed the annual training related to that policy.

#### **K.13. SIGNATURE**

APRIL 2013

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On behalf of the Offeror, I certify that these representations, certifications and other statements provided are current and accurate, to the best of my knowledge and belief.

<div></div>	<div></div>
NAME OF OFFEROR	DATE      PRINTED NAME OF PERSON AUTHORIZED TO SIGN
<div></div>	<div></div>
SIGNATURE OF PERSON AUTHORIZED TO SIGN	TITLE OF PERSON AUTHORIZED TO SIGN

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

### L.1. CONTENT OF PROPOSALS

APRIL 2013

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the rating sheets used during the evaluation will parallel the order of requirements specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from further consideration. Proposals may be made for any or all of the three Tasks. The electronic submission by e-mail should be divided and organized as follows:

Each proposal shall be divided into the following distinct and marked tabs and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content.

#### Tab 1 - Administrative.

- i. *Solicitation and Offer Form (Cover Sheet of Solicitation).* The Offeror shall insert the completed Solicitation and Offer form (page one of this Solicitation), as well as acknowledgement of Amendments if applicable.
- ii. *Section G - Contract Administration.* Offeror shall complete the required sections of Section G.
- iii. *Section K - Representations, Certifications, and Statements of Offerors.* Offeror shall complete the required sections of Section K, including financial information as may be required in the absence of requested DUNS number. The requirement for financial information is waived for firms with current House Contracts for services/tasks within the scope of this solicitation.

#### Tab 2 – Executive Summary.

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

#### Tab 3 – Technical Approach.

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

- i. *CMS Services.* The Contractor shall identify system architecture, environment (internally-hosted/externally-hosted), technical tools necessary for managing the software, and change/configuration management processes. See additional requirements in Section 6.0 in the Statement of Work.
- ii. *Maintenance Services and Systems Administration Services.* The Contractor shall identify change/configuration management processes, technical and management tools necessary for hardware and software maintenance.

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Tab 4 - Management Proposal.

- i. *Management Approach.* The Offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the Statement of Work. As a guide, the approach shall include, as a minimum, the following:
  1. demonstrated methodology for performing the tasks as contained in the Statement of Work;
  2. management approach to track the delivery of products and services related to this contract and to work with the COR and staff; and
  3. method of reporting of work performance on an accurate and objective basis and identification of problems or issues as early as possible.
  4. outsourcing plan as described in Section 23.0(a) of the Statement of Work, including assessment and authorization.

Tab 5 – Price Schedules.

The Contractor shall provide a completed Section B Price Matrix (Attachment J.1).

Tab 6 – Corporate Capabilities and Past Performance.

- i. *Corporate Capabilities.* The Offeror shall provide organization charts showing the chain of command of supervision and management staff proposed for the contract. Provide background and qualifications of the Program Manager to be assigned to the operation and a brief resume including certifications (not to exceed 4 pages each) of all senior technical staff and key personnel who shall be assigned to this Contract.

The Offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the Offeror intends to staff this contract (with key and non-key technical personnel) to successfully meet all the requirements of the Statement of Work.

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrate financial capability sufficient to provide resources to finance day-to-day operations.

- ii. *Past Performance.* The Offeror shall provide references for three (3) current or recent (within three (3) years) customers for projects of similar scope and size, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, number of clients served, description of contract deliverables, annual dollar value, performance periods and type of contractual arrangements (e.g., percentage of sales, fixed price, time and materials, etc.). This requirement for references may be waived for firms with current House Contracts for Services within the scope of this solicitation.

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## **L.2. SUBMISSION OF PROPOSALS**

APRIL 2013

- a. Offerors shall submit all proposal documents in electronic format using MS Word, Excel, or a searchable PDF by e-mail to the address specified below. The subject of the e-mail should include the name of the Offeror and the solicitation number. The e-mail shall not exceed 10MB in size. In the event that the proposal exceeds 10 MB, the Offeror may submit more than one e-mail, provided that all e-mails associated with an Offeror's proposal are received no later than the time and date specified. The proposal shall satisfy the terms of the solicitation and be 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. It is the Offeror's responsibility to read, understand and comply with all solicitation instructions.
- b. Proposal shall not exceed thirty-five (35) pages excluding financial information. The typeface used shall be no smaller than 12-point pitch in the document itself. Figures, tables, and captions may be 9-point font however only informative information should be included, information included there shall not be used to provide new information and shall be evaluated as such.
- c. Proposals must be received by the addressee by the time and date specified in Block 9 of the Solicitation and Offer form, page one of the solicitation.

For proposals submitted via e-mail, please use the following e-mail address: [matthew.horn@mail.house.gov](mailto:matthew.horn@mail.house.gov).

## **L.3. SUBSEQUENT SUBMISSIONS**

MAY 2012

Submissions received after the closing date specified in Block 9 of the Solicitation and Offer form will not be considered for initial award. After initial award, the solicitation will remain open for subsequent submission of CMS packages for testing and evaluation and, upon approval, a proposal to provide the respective service for the duration of the then-current Contract period and any available extension as provided in the solicitation. The solicitation will also remain open for the submission of proposals to provide Maintenance Services and/or Systems Administration Services for the duration of the then-current Contract period and any available extension as provided in the solicitation.

Proposals shall be evaluated per the schedule listed at under "Current Solicitations," at <https://www.house.gov/doing-business-with-the-house>. The evaluation timeline is subject to change at any time, currently the House anticipates accepting new proposals twice per year in non-transition legislative years and once during transition legislative years but may update that guidance at any time at the above website.

The CO may close the solicitation for further submissions at any time after initial award.

## **L.4. LATE SUBMISSIONS AND REVISION OF PROPOSALS**

APRIL 2013

Any submission or revision to a submission received by the CO after the time for receipt specified may be rejected and may not be considered unless the cause for non-receipt of was due solely to the actions of the House.

The Offeror is solely responsible for the timely delivery of proposals submitted via e-mail. The House is not responsible for misaddressed, misrouted, or rejected e-mail messages.

Submissions may be withdrawn by e-mail or other written notice received at any time before award.

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#### **L.5. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS**

APRIL 2013

Offerors shall acknowledge receipt of any amendments to this Solicitation requiring bi-lateral signatures:

- a. by signing and returning the amendment;
- b. by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- c. by letter if authorized, the Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

#### **L.6. INFORMATION DISTRIBUTION AND CONTACTS**

FEBRUARY 2016

It is the intention of the House to provide equal treatment of all Offerors involved in the proposal and award process. To achieve this goal the House intends to provide all information relevant to the process to all participating Offerors. Such information will include the distribution of all questions and answers to all participants. All questions from Offerors shall be submitted in writing by the date and time specified for such purposes.

Questions regarding this solicitation must be submitted via e-mail in the required format by the following due date and time: August 14, 2020 at 2 pm Eastern Time. Questions submitted in a format other than the attachment J.18 will not be answered.

The primary contact for all communications and questions is:

Matthew Horn, Senior Contracts Specialist  
E-mail: matthew.horn@mail.house.gov Phone: 202-226-0366

#### **L.7. RESTRICTION ON DISCLOSURE AND USE OF DATA**

APRIL 2013

Offerors, who include in their proposal data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall: (a) mark the title page with the following legend:

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



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## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1. EVALUATION FACTORS FOR AWARD

APRIL 2013

- a. The House intends to make one or more awards to Offerors whose proposals meet the requirements as stated in this solicitation. Proposals will be evaluated based on the following evaluation factors:
- i. technical approach;
  - ii. management approach;
    - 1. ability to respond to changing workload requirements and schedules
    - 2. overall approach to provide offered services and support
    - 3. clear and simple marketing documents
    - 4. escalation process and problem resolution
    - 5. effective reporting
  - iii. corporate capabilities;
    - 1. contractor's organization
    - 2. supervisory and management staff
    - 3. contractor's team and qualifications
    - 4. training and certifications
    - 5. key personnel
    - 6. experience and qualifications
    - 7. demonstrated financial stability
  - iv. past performance; and
  - v. price.
- b. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach.
- c. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable and affordable, but may also be evaluated to determine if the pricing is realistic and reflects an understanding of the requirements. 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.

### M.2. BASIS FOR AWARD

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Best Value. Award is based on the proposal which is determined to be most advantageous to the House. Non-price factors, when combined, may be more important than price.

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**M.3. CONTRACT AWARD**

APRIL 2013

- a. The House intends to award multiple contracts resulting from this solicitation to the responsible Offeror(s) whose offer conforms to this solicitation, taking into account the factors contained in M.1 “Evaluation Factors for Award.”
- b. The House may:
  - i. reject any or all offers, if such action is in its interest;
  - ii. waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award without discussions. Therefore, each initial offer should contain the Offeror’s best terms. However, the Contracting Officer reserves the right to conduct discussions if they are later determined to be necessary.
- d. The House will evaluate proposals (or quotations) and determine which are the most highly rated and eligible for inclusion in a competitive range relying on the merits of each offer. The House may further reduce the range for purposes of efficiency.