

<b>SOLICITATION, OFFER AND AWARD</b>		1. Type of Solicitation: Request for Quote (RFQ)		Informational (RFI) Negotiated (RFP)		Page 1	
2. Solicitation Number		3. Solicitation Title			4. Date Issued		
5a. Issued By		For Information, Contact:					
		5b. Name			5c. Phone		
		5d. Email					
<b>SOLICITATION</b>							
6. Offers must be received <b>ON OR BEFORE</b> the email address in Block 5d the office address in Block 5a with _____ copies					EASTERN TIME at:		7. Delivery Arrangement FOB Destination FOB Origin
8. Table of Contents							
Sec.	Description			Sec.	Description		
Part I – The Schedule				Part II – Contract Clauses			
A	Solicitation, Offer and Award Form			I	Contract Clauses		
B	Supplies or Services and Prices/Costs			Part III – List of Documents, Exhibits and Other Attachments			
C	Description/Specifications/Work Statement			J	List of Attachments		
D	Packaging and Marking			Part IV – Representations and Instructions (Removed at Award)			
E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors		
F	Deliveries and Performance						
G	Contract Administration Data			L	Instructions, Conditions, and Notices to Offerors		
H	Special Contract Requirements			M	Evaluation Factors for Award		
<b>OFFER</b> <i>(must be fully completed by offeror)</i>							
9. The undersigned agrees to perform in compliance with the terms and conditions in the following pages if this offer is accepted within 120 calendar days from the date for receipt of offers specified in Block 6.							
10. Acknowledgement of Amendments <i>(the offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>		Amendment No.		Date			
		Amendment No.		Date			
		Amendment No.		Date			
		Amendment No.		Date			
		Amendment No.		Date			
11. Prompt Payment Discount <i>(Calendar Days)</i>		12. Authorized Signature				13. Date Signed	
No. of Days		%					
14. Name and Address of Offeror		15. Signer Information <i>(type or print)</i> :					
		a. Name			b. Phone		
		c. Title					
		d. Email					
<b>AWARD</b> <i>(to be completed by Government)</i>							
16. Contract No. <i>(Solicitation No. + Suffix if applicable)</i>				17a. Name of Contracting Officer			
The signature of the Contracting Officer in Block 17 constitutes acceptance of the Offeror's proposal dated _____ and consummates the contract, which consists of this Solicitation, Offer and Award Form and the referenced proposal.				17b. U.S. House of Representatives Signature		17c. Date Signed	

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I.6 This clause is not applicable

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- I.7 This clause is not applicable
- I.8 This clause is not applicable
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**B.1 PRICING SCHEDULE**

- a. All pricing shall be fully burdened with all administrative cost, inclusive of local travel, local transportation, and other direct costs, unless specifically identified and agreed upon by the House.
- b. No travel, housing, hotel, or expense charges will be paid for the time and travel cost spent completing the criminal background check and obtaining a badge. See Clauses H.22 and H.23 for additional information.
- c. Travel, housing, and related expense must be separately priced and shall be reimbursed only if approved in advance in writing and in accordance with Federal Travel Regulations.
- d. Travel outside the Washington, DC area is not anticipated. However, if the contractor anticipates using personnel with out-of-town travel cost, the travel cost must be estimated in the contractor's proposal. Out-of-town travel cost must be proposed in accordance with the Federal Travel Regulations, including per diem rate limitations. Airfare costs shall be reimbursed with the Government airfare rate being the allowable ceiling. The contractor will itemize travel costs separately in the contractor bills, and provide supporting travel expense documentation. Any travel by the contractor must be approved in advance by the OIG. Any travel reimbursement will be in accordance with allowable expenses and limits of the Joint Federal Travel Regulations.

**NOTE:** It is Government policy that coach (economy) class travel accommodations will be used for all passenger transportation modes. Travel by privately owned vehicle is not to exceed the House rate, currently \$0.545 per mile for mileage. See Per Diem rates listed for the Washington DC area at <http://www.gsa.gov/portal/category/21287>.

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## SECTION C - DESCRIPTION OF SUPPLIES AND SERVICES

### C.1 Objective:

The Office of Inspector General (OIG), U.S. House of Representatives (House) is seeking to procure the services of an external, independent audit firm to perform the annual audit of the House's financial statements for the fiscal years ending September 2018 through September 2022.

### C.2 Background:

The House has received unqualified opinions on their financial statements for eighteen consecutive years. The Office of the Chief Administrator Officer (CAO) prepares the House's annual financial statements in accordance with U.S. Generally Accepted Accounting Principles issued by the Federal Accounting Standards Advisory Board (FASAB) and, as applicable, Office of Management and Budget (OMB) Circular A-136, Financial Reporting Requirements, as amended. As a legislative branch entity, the House is not required to adopt OMB Circular A-136, and accordingly has elected to use the disclosures management deems necessary for the fair presentation of the financial statements.

### C.3 Scope:

The scope of this contract will be to conduct an audit and provide an opinion on the House's FY 2018 financial statements; report on the effectiveness of internal control over financial reporting; and report any reportable noncompliance with tested laws and regulations.

### C.4 Methodology

The audit is to be conducted in accordance with the Government Accountability Office's (GAO) *Government Auditing Standards*, and as applicable, OMB Bulletin No. 15-02, *Audit Requirements for Federal Financial Statements* and the GAO/PCIE *Financial Audit Manual*, or subsequent releases.

### C.5 Guidance

As a legislative branch entity, the House is **not** required to follow or comply with the Chief Financial Officer's Act of 1990, OMB Circular A-123, *Management's Responsibility for Enterprise Risk Management and Internal Control*, or the Federal Information Security Management Act of 2002.

While the House is not subject to the requirements outlined in OMB Circular A-123, the House has voluntarily developed and maintained an internal control over financial reporting program. House management is responsible for establishing and maintaining internal controls to achieve the objectives of effective and efficient operations, reliable financial reporting, and compliance with applicable laws and regulations. Management assesses compliance with its controls through a series of internal reviews and provides a separate assurance over the effectiveness of internal control over financial reporting.

### C.6 Work Space

The OIG will provide the necessary workspace for performing this review. Unless prior approval by the OIG is given, all House information must remain secured on House premises and cannot be transported to any other facilities, including the contractors' location, at any time during the engagement. Limited work may be performed at the contractor office, using House equipment and following House OIG security guidelines, upon approval of the OIG.

### C.7 Deliverables

In addition to the items mentioned in the SOW, the successful bidder will deliver the products identified below to the OIG at the following address:

Office of Inspector General, U.S. House of Representatives  
386 Ford House Office Building, Washington, D.C. 20515

Additionally, all written products shall be submitted to the OIG in electronic format to be limited to Microsoft Office products and Adobe. Other products to be used on this audit must be approved by the designated OIG representative. The required deliverables are as follows:

<b>Minimum Contract Deliverables and Estimated Due Dates</b>		
<b>Item Number</b>	<b>Deliverables</b>	<b>Estimated Due Date (Assumes June 1, 2018 start)</b>
1.	Completion of all OIG onboarding activities including, delivery of all signed independence forms, non-disclosure agreements, completion of fingerprinting and favorable results of a criminal background check on all assigned staff, and evidence of completion of the House's security awareness training	Prior to fieldwork start date
2.	Status and other meetings with House management/personnel and/or the OIG	Bi-weekly or as mutually agreed upon between contractor, House management/personnel, and OIG

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3.	Briefings and Presentations (minimum to include entrance conference, mid-point briefing, findings and recommendations briefing(s), exit conference) and final Committee on House Administration (CHA)/OIG audit briefing (at the discretion of the Inspector General).	As mutually agreed upon between contractor, OIG and House management/personnel
4.	Delivery of Detailed Audit Planning Document to include: a. Project plan, developed in conjunction with the OIG and CAO, which includes a schedule of milestones for completing each section of the audit (planning, internal control, testing, and reporting); b. Entity profile, to include organization and management, results of prior audits, accounting policies and practices, and accounting and audit considerations; c. Preliminary analytical procedures; d. Materiality levels and determination; e. Significant line items, accounts, assertions and Required Supplementary Information (RSI); f. Significant cycles, accounting applications, and financial management systems; g. Listing of significant provisions of laws and regulations; h. Relevant budget restrictions; i. Risk factors (general risk analysis and account risk analysis); j. Sampling plan; and k. Other audit procedures.	Within 60 days of start date
5.	Delivery of Audit Programs (interim and year end). Although audit program may be modeled after standard programs issued by the GAO, American Institute for Certified Public Accountants, or other organizations, it should be tailored for the House environment and should include, at a minimum: a. Tests of key controls; b. Tests of compliance with applicable laws and regulations; c. Substantive testing procedures to be applied to individual account balances; d. Procedures to be performed on RSI and Required Supplementary Stewardship Information; e. Tests of information systems general and application controls; and f. Tests related to fraud, litigation and claims, and subsequent events.	Within 90 days of start date
6.	Delivery of Notification of Findings and Recommendations, including status of prior year findings	As findings are identified, but not later than 10 days after fieldwork is complete
7.	Delivery of the Draft Audit Report containing: a. Your opinion on the House's financial statements (including your findings on the consistency of supplementary information, Management's Discussion & Analysis, and other accompanying information); b. Your report on the internal control over financial reporting; c. The results of your tests of compliance with laws and regulations that have a direct and material effect on the financial statements.	No later than January 31 (of the year immediately following the end of the FY audited)
8.	Delivery of the Final Audit Report	Within 7 days of receipt of management response to draft audit report
9.	Delivery of the Management Letter, if applicable, and finalized TeamMate file containing work papers	No later than 30 days after final audit report

### C.8 Briefings and Presentations

Prepare pertinent briefings and presentations for House personnel and OIG staff as required. Briefing charts should be prepared using Microsoft Office products and be submitted to OIG for review at least two working days in advance of presentation. At a minimum, presentations should include an entrance conference, mid-point briefing, findings and recommendations briefing(s), and exit conference. The CHA has oversight responsibility over the OIG and CAO, and a final exit briefing with CHA may occur (at the discretion of the Inspector General).

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### **C.9 Status Reports**

The contractor shall deliver to the OIG a bi-weekly status report summarizing work progress. For each phase of the project, and the project as a whole, each report shall include the estimated dates for each phase of the audit including deliverables. In addition, the report must include a schedule of the activities to be performed during the subsequent period, as well as identify potential or actual problems and/or issues that surface during the conduct of the project. Status reports should not indicate the completion of specific deliverables, tasks, and audit phases until the contractor has submitted those deliverables, tasks, and phases for OIG review.

### **C.10 Work Papers and Confidentiality**

All work papers will be documented using Microsoft Office and stored in the TeamMate electronic work paper environment, which will be provided by the OIG. All work will only be accomplished on OIG provided workstations and House information will be stored only on OIG workstations.

During the review, the contractor shall make work papers available for OIG quality assurance reviews upon three days advance notice. After reviewing the work papers, the OIG may direct the contractor to modify the work papers or to perform corrective or additional review procedures to ensure that the review is conducted in accordance with GAO's *Government Auditing Standards* and OIG guidelines. The contractor shall consider such corrective or additional procedures as part of the scope of this task order, not a contract modification or additional work.

All work performed under this task order will be kept confidential and may not be released to outside parties without the express, written permission of the OIG. All work papers prepared under this task order are the property of the OIG. All documents, data, information, review results, and results produced by contractor proprietary tools are the property of the OIG. The contractor must deliver all documents, data, and information not already contained in the work papers to the OIG within three calendar days after delivery of the contractor's draft report. Upon completion of this contract, the contractor must surrender to the OIG hard copies of documents, data, information, reports, or work papers obtained or developed under this task order.

### **C.11 Prior Audits**

The House has received financial statement audits, in accordance with the GAO's *Government Auditing Standards*, since 1994 and has received an unqualified/unmodified opinion on their financial statements since 1998.

The House received an unmodified opinion, with reference to three significant deficiencies, on internal controls over financial reporting for FY 2016. Refer to the OIG website at [http://www.house.gov/content/learn/officers\\_and\\_organizations/inspector\\_general.php](http://www.house.gov/content/learn/officers_and_organizations/inspector_general.php) for the House's FY 2016 and prior financial statement audit reports.

The FY 2017 financial statements and audit report will be made available once finalized.

### **C.12 Accounting System**

The House uses Oracle's PeopleSoft Enterprise Financial Management as the core financial application system. The House has implemented the following modules: General Ledger, Accounts Payable, Accounts Receivable, Budget, and Fixed Assets.

Lawson Payroll System is the commercial human capital management suite of applications used to manage the House's employee life cycle events/personnel actions.

### **C.13 Contractor Personnel Requirements**

#### C.13.a Qualifications of Personnel

The contractor must assign qualified, experienced personnel for all positions under this task order. The audit team must possess the relevant experience, education, and professional accomplishments to successfully perform task order requirements identified in this SOW. Resumes for each consultant to be assigned to this task order must be included in the contractor's proposal. Resumes should include:

- Current position with the firm;
- Security clearance status (if applicable);
- Audit experience, including federal audit experience, information technology (IT) audit experience (relevant to the type requested in this solicitation), and OMB Circular A-123;

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- Professional accomplishments/certifications; and
- Education, including degrees received.

Staff with access to sensitive House data, including all Information Systems staff, must have an active Secret Clearance.

The contractor must provide a statement certifying that proposed staff meets AICPA and Yellow Book CPE requirements.

**C.13.b Requirements of Personnel**

All contractor personnel assigned to perform work on this task order will be required to read and sign a Certification of Independence prior to the start of the engagement. This certification identifies what is required of the contractor personnel with respect to conflict of interest concerns and the penalties associated with noncompliance with those requirements.

The contractor will be granted access to sensitive information and, as such, will be required to safeguard the confidentiality of that information. In addition, the contractor will be required to complete a Statement of Non-Disclosure before gaining access to House information. All contractors will be required to have a background check and fingerprinting completed through the U.S. Capitol Police (see Clause H.22 and H.23). All contractors working with the OIG must also be eligible to obtain a Security Clearance.

**C.13.c Approval to Change or Remove Contractor Personnel**

The contractor must obtain written approval from the OIG to change, add, or remove personnel identified in the contractor's proposal. Additions of personnel not identified in the contractor's proposal will be required to provide current resumes detailing position, relevant experience, education, and professional accomplishments demonstrating the ability to successfully perform task order requirements identified in this SOW. In addition, the OIG has the option of changing or removing contractor personnel at any time during the engagement.

During the first 90 days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the contract representative within 15 calendar days after the occurrence of any of these events and provide the personnel information shown in VI.A. on the proposed substitute. After the initial 90 days, the contractor shall submit the personnel information to the contract representative at least 15 days prior to making any permanent substitution.

**C.14 Contractor Independence**

The successful contractor must meet the independence requirements of GAO's Government Auditing Standards to perform work for this requirement. Further, the contractor must notify the OIG immediately, in writing, if at any time during the course of the engagement, the contractor anticipates entering into a contract with any office or entity having impact on, or close associations with, the House operations, functions, or personnel. The OIG will then make a determination as to whether the new contract or work requirements pose a conflict of interest, and recommend appropriate actions to eliminate any potential problems in this area. Noncompliance with OIG recommendations in this area shall be considered a breach of contract.

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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.
- c. 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 F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE APRIL 2013

The period of performance will be one (1) year beginning June 1, 2018.

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 4 times for a period of 12 months each.
- b. Total Term. The total duration of this Contract, including the exercise of any options under this clause shall not exceed five (5) years.

F.3 PLACE OF PERFORMANCE APRIL 2013

On-site training to be conducted on the House complex in Washington, DC, via webinar or videoconference and regionally, across the United States, its territories, and possessions.

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;
  - 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

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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.

- 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-

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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.

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 will be held with the Contractor to review contract administration issues; unless the House and the Contractor determine that such a conference is not necessary.

G.5 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.
- 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

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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.
- i. Invoices shall be submitted by e-mail to [IGInvoices@mail.house.gov](mailto:IGInvoices@mail.house.gov) based on the following deliverable schedule:

<b>Deliverable*</b>	<b>Payment (% of Contract Price)</b>
Delivery of Audit Planning Document	15%
Delivery of Audit Programs (interim and year end)	25%
Delivery of the Draft Audit Report	25%
Delivery of the Final Audit Report	25%
Delivery of the Management Letter, if applicable, and final work papers	10%

\*Refer to document specifics under “Deliverables Schedule” at **C.7 Deliverables**.

Upon final acceptance by the OIG of the final report or deliverable, or upon termination of the contract, the contractor shall submit an invoice marked “**Final Invoice**,” which shall include supporting documentation for all travel expenses, if any (See section B, Travel). The final invoice shall be submitted by the contractor to [IGInvoices@mail.house.gov](mailto:IGInvoices@mail.house.gov).

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 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:







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- 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

The contract type(s) applicable for this solicitation is marked below. The other contract types are not applicable to this solicitation.

- 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 that 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.

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

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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. 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;
- 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 commence 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 This Clause Is Not Applicable

H.8 SUBSTITUTIONS This Clause Is Not Applicable

H.9 BUY AMERICAN This Clause Is Not Applicable

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

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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) 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, including a Freedom of Information Act request filed with the Contractor, in which case the Contractor shall give prompt notice to the Contracting Officer of such a request. 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.
- 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.





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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.

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



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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 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





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- 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 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

- a. 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).
- b. 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.
- c. Return of Confidential Information. Upon the request of the House, or in any event promptly upon the

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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.

- d. 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.

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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                          | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.3  | SOFTWARE LICENSE WARRANTY                | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.4  | SYSTEM/SOLUTION WARRANTIES               | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.5  | INTELLECTUAL PROPERTY INDEMNITY          | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.6  | DOCUMENTATION FOR SOFTWARE AND EQUIPMENT | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.7  | SOFTWARE VERSIONS                        | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.8  | USE OF HARDWARE OR SOFTWARE MONITORING   | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.9  | TECHNOLOGY ENHANCEMENT                   | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |
| I.10 | SELF-HOSTING OPTION                      | <u><a href="#">This Clause Is Not Applicable To This Contract</a></u> |

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.



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## **SECTION J – ATTACHMENTS**

### J.1 ATTACHMENTS



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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: \_\_\_\_\_; Tax Identification Number (TIN): \_\_\_\_\_;
- b. 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);
- c. Dun and Bradstreet Data Universal Numbering System (DUNS) Number: \_\_\_\_\_;

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

- 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;

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- 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

The Offeror certifies the following:

- a. the prices in this offer have been arrived at independently without communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered;
- b. the prices in this Offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract award unless otherwise required by law; and
- c. no attempt has been made or will be made by the Offeror to induce any other entity to submit or not to submit an Offer for the purpose of restricting competition.

K.7 AUTHORIZED COMPANY OFFICIALS APRIL 2013

The Offeror represents that the following individual(s) are authorized to negotiate on its behalf in connection with this Solicitation/Contract:

Name(s) and Title(s): [REDACTED]. Telephone Number(s): [REDACTED].

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E-mail Address(es): [REDACTED].

**K.8 ORGANIZATIONAL CONFLICTS OF INTEREST APRIL 2013**

The Offeror warrants and represents that it does 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.

**K.9 BUY AMERICAN ACT CERTIFICATION This Clause Is Not Applicable**

**K.10 GENERAL SERVICES ADMINISTRATION SCHEDULE CONTRACT OR GOVERNMENT-WIDE ACQUISITION CONTRACT CERTIFICATION This Clause Is Not Applicable**

**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 SIGNATURE APRIL 2013**

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.

[REDACTED]  
NAME OF OFFEROR DATE

[REDACTED]  
PRINTED NAME OF PERSON AUTHORIZED TO SIGN

[REDACTED]  
SIGNATURE OF PERSON AUTHORIZED TO SIGN

[REDACTED]  
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 the elements and requirements, may be disqualified from further consideration. The electronic submission as well as the hard copy of the proposal, if required, should be divided and organized as follows:

Each proposal shall be divided into two (2) separate files and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content.

- a. File I - Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:
- i. *Solicitation and Offer Form (Cover Sheet of this solicitation)*. The Offeror shall insert the Solicitation and Offer form, and page one of this Solicitation, with all required/applicable blocks completed.
  - ii. *Section B - Price Schedules*. Offeror shall review section B and provide a proposed price which will address all requirements.
  - iii. *Section G - Contract Administration*. Offeror shall complete the required sections of Section G. (If applicable)
  - iv. *Section K - Representations, Certifications, and Statements of Offerors*. Offeror shall complete the required sections of Section K.
- b. File II - Technical Proposal. Part II shall be divided into the following distinct and marked parts and must **not exceed 20 pages**:
- i. *Technical/Management Approach*. The Offeror should provide a technical response which provides evidence that the Offeror is capable of providing the services listed in Section C of this solicitation. Merely restating the SOW will not suffice.

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. The contractor must provide a detailed description of its approach to conducting this audit. The proposal should demonstrate an understanding of the services and deliverables required in this solicitation, anticipated audit challenges and proposed solutions, and the level of effort (level and mix of personnel) proposed.
2. Provide detailed information on the firm's experience in using TeamMate and auditing clients using Oracle's PeopleSoft Enterprise Financial Management system and Lawson Payroll System for similar types of audits described in the SOW.
3. demonstrated methodology for performing the tasks as contained in the Statement of Work;
4. management approach to track the delivery of the services related to this contract and to work with the COR and staff;
5. Quality Assurance Program to accomplish the tasks identified in this SOW
6. Proposed subcontractors, if any, should be clearly identified as well as the breakdown of respective levels of effort.

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- ii. *Corporate Capabilities.* The Offeror shall provide:
  1. The Offeror shall provide a résumé for each proposed staff member that describes the staff member’s qualifications and experience in performing the work described in Section C.
  2. The Offeror must identify key audit team members, to include partner, manager, senior, staff, including IT personnel, PeopleSoft IT audit specialist, industry specialist, etc., and provide representative résumés for all key positions on the proposed team organization, to include relevant experience, education, and professional accomplishments. The firm must represent that the information is accurate and complete, and that the individuals named, or personnel with equivalent qualifications are available for assignment on the date the contract becomes effective.
  3. Provide general background and qualifications related to this solicitation and detailed information on specific experience performing audits of federal entities following FASAB standards, completed within the past five years. Please indicate the nature of the financial statement audit work performed and if they were the lead firm or subcontractor.
  4. Provide a description of the firms experience and qualifications in providing audit services in the federal government as stated in the solicitation.
  5. Proposal must disclose all work performed at the House since March 1, 2014 or state the contractor has not performed work at the House.
  6. Firm Policies and Procedures:
    - a. Describe the firm’s training program and requirements for professional staff, including federal government auditing and accounting and OMB Circular A-123.
    - b. Describe the firm’s quality assurance program for financial statement audits.
    - c. Provide a copy of the most recent:
      1. peer review report;
      2. letter of comments; and
      3. firm’s response to the letter of comments (please indicate if no letter of comment provided).
      4. Public Companies Accounting Oversight Board inspection report, if applicable.
- iii. *Past Performance.* The Offeror shall provide references for three (3) current or recent (within three (3) years) customers from current or previous clients, including agency name, point of contact, phone number, and e-mail address for each reference cited.

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. Proposals must be emailed by the addressee to the email address specified in **Block 5d** by the time and date specified in **Block 6** of the Solicitation and Offer form, page one of the solicitation.

L.3 LATE SUBMISSIONS AND REVISION OF PROPOSALS

APRIL 2013

Any submission or revision to a submission received by the CO after the time specified for receipt may be rejected and not be considered unless receipt failure was due solely to the actions

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

L.4 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.5 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 by the following due date and time:  
12:00 PM EST - March 10, 2018.**

The primary contact for all communications and questions is:

Toinetta Bridgeforth, Senior Contracts Specialist  
U.S. House of Representatives - CAO - Office of Acquisitions Management  
Phone: 202-226-1775 Email: Toinetta.Bridgeforth@mail.house.gov

L.6 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. Proposals will be evaluated based on the following evaluation factors:
- i. Technical/management approach;
  - ii. corporate capabilities - **The House reserves the right to hold oral presentations**
  - iii. past performance; and
  - iv. 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 APRIL 2013

- Best Value. Award is based on the proposal which is determined to be most advantageous to the House. Non-price factors, when combined, are more important than price.
- Low Price, Technically Acceptable. Award will be made to the lowest priced proposal of those proposals determined to be technically acceptable.

M.3 CONTRACT AWARD APRIL 2013

- a. The House intends to award one contract resulting from this solicitation to the responsible Offeror(s) whose offer conforms to this solicitation, considering 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 will evaluate proposals 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.
- d. 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.