

<b>SOLICITATION, OFFER AND AWARD</b>				1. Type of Solicitation: Informational (RFI) Request for Quote (RFQ) 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						7. Delivery Arrangement FOB Destination FOB Origin	
EASTERN TIME at: _____ another location (see Section L)							
8. Table of Contents							
Sec.	Description	Page(s)	Sec.	Description	Page(s)		
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> (must be fully completed by offeror)							
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> (to be completed by Government)							
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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## SECTION B – PRICING SCHEDULE

### SECTION B – SUPPLIES OR SERVICES AND PRICING

#### Pricing Guidelines

This contract will be awarded to the Offeror providing the facilities and services set forth in the Statement of Objectives which are determined to be the most advantageous to the U. S. House of Representatives, price and other factors considered. The Contractor selected for this contract will provide a single monthly invoice broken down into the following categories: **Storage, Transportation, Warehouse Services and Transition.**

- a. The square footage rate for the items that are occupied in a rack and rail systems and designated permanent storage areas will be fixed priced based on monthly usage.
- b. Transportation will be billed at a monthly fixed rate that will remain unchanged over the period of performance of this contract.
- c. Warehouse Services will be billed at a fixed price each month, the amount of which will not vary during the period of performance of this contract.
- d. Transition will be billed at a fixed rate for four months; the amount will not vary during the four-month portion of the period of performance.

Offerors' proposals will be broken down into individually fixed costs for the categories listed in the table below to facilitate price analysis and price realism as further discussed in Section M of this RFP. Offerors are also required to complete the pricing table, Attachment J.1, to provide additional visibility into the criteria used to determine pricing.

Offerors may submit alternative pricing models, in addition to complying with the pricing requirements contained herein, if the alternative model will result in lower prices than the model required by the House. The Offeror must show a side-by-side cost comparison that clearly indicates the potential savings.

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**Pro -forma representative of contract base periods (18 months)**

<b>Contract Line Item Number</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Cost</b>
CLIN 0001	Storage Rack & Rail Storage	\$ Per Square Foot	
		Cost equivalent to 33K usage	
CLIN 0002	Transportation	Fixed Price per Month	
CLIN 0003	Warehouse Services	Fixed Price per Month	
CLIN 0004	Transition	Monthly Rate	
<b>TOTAL</b>	CLINS 001, 002, 003 and 004		

**Refer to Attachment J.1 for full pricing and option year pricing schedule.**

**Our average monthly sr footage usage over the past 64 months is 33,130 sq ft.**

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## SECTION C – STATEMENT OF OBJECTIVES/SCOPE OF SERVICES

### C.1 BACKGROUND

- C.1.1 The United States House of Representatives (House), Office of the Chief Administrative Officer (CAO), is issuing this Request for Proposal (RFP or solicitation) in accordance with Section III (E) of the *Guidelines for Procurement of Goods and Services for the U.S. House of Representatives* (Procurement Guidelines). The Procurement Guidelines are available on the House website, [www.house.gov](http://www.house.gov), Doing Business with the House, under Additional Resources.
- C.1.2 The terms and conditions contained in this RFP shall be incorporated by reference into any contractually binding arrangement issued by the House in connection with an award.
- C.1.3 The Office of Logistics & Support (L&S) is responsible for receiving, storing, delivering, managing and inventorying furniture, furnishings, and supplies for the House. L&S's area of responsibility covers the following House office buildings (HOB) (Rayburn, Longworth, and Cannon), the House side of the Capitol, Capitol Visitor Center, and two Annex (Ford and O'Neill HOB). There are approximately 2,500 offices using office furniture and approximately 11,000 employees in these office suites.
- C.1.4 The purpose of this solicitation and any contract resulting therefrom is to:
- establish, maintain, and operate a central warehouse for House furniture;
  - receive, inspect, package, store and deliver furniture received from outside vendors;
  - protect furniture items, especially antique and unique furniture from damage;
  - employ an automated inventory management system;
  - handle and transport House furniture to the Capitol Hill Complex and back to the Contractor's warehouse;
  - deliver the requested furniture within the prescribed time frames; meet increased demand for services during periods of Congressional Transition;
  - provide the necessary managerial and administrative support to manage effectively the program; and
  - propose suggestions for optimizing warehouse space, processes or procedures.

### C.2 Scope

The Contractor is responsible for establishing and operating a full-service Central Warehousing program. The program shall stress speed, accuracy, and responsiveness as well as infrastructure, effective business practices, inventory control and overall management of the operation. The Contractor shall:

- furnish necessary qualified personnel, materials, facilities, transportation and other services required to execute a streamlined, efficient centralized warehouse operation;

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- provide warehouse space and transportation services to and from the House’s receiving and warehousing operation (historically the House has required a second truck approximately 25 times annually);
- receive, warehouse, store, handle, protect, deliver, and manage inventory of House furniture and related items;
- use and maintain the House-owned RFID system to include tagging furniture and maintaining an accurate and current database of all warehoused furniture;
- assemble new furniture, as required, which arrives boxed from the manufacturer prior to delivery to the House or placed in storage;
- manage the inventory to minimize storage space while ensuring the safeguarding and ready access to furniture;
- warehouse must be climate controlled;
- warehouse must be within 25 miles of Capitol House Office Buildings;
- BSI ISO 9001:2015 Certification preferred.

The Contractor shall provide all services in strict conformance with standard industry business practices for the transportation, moving and warehousing. The Contractor shall comply with all national and international Federal, State and local laws, ordinances and regulations governing labor, transportation, moving and warehouse services.

### **C.3 Hours of Operation**

The Contractor shall establish hours of operation that coincide with the hours of operation of the House (7:00am – 5:30pm). Work will be performed on all workdays, Monday through Friday, with the exception of the federal holidays, as listed below:

- New Year’s Day
- Martin Luther King’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

During the Congressional Transition Period, work will be performed on Monday through Saturday, and on the occasional Sunday. Federal holidays are normally followed but, work could be required.

#### **C.3.1 Inclement Weather**

As a Legislative Branch organization, the CAO does not exclusively follow OPM’s operating status for the Executive Branch during inclement weather.

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## C.4 Metrics

The following information identifies the warehouse activity for the periods indicated and is provided for background and informational purposes.

### Period 12 months: October 2017 thru September 2018

- Storage: Average monthly square footage for past calendar year **33,118** sq. ft
- Receiving: Number of items received both from the House and manufacturers **5,194**.
- Deliveries: Number of items delivered to the House **5,649**.
- High: Highest single month square footage **36,123**.
- Low: Lowest single month square footage. **32,247**.
- Refurbishment: Number of assets released to and returned from the House refurbishment contractors Released **747** Received **979**

### Transition Surge Metrics

- Storage; Average during Transition period (October 2018 thru December 2018) **34,795** sq. ft.
- Number of items received and delivered during Transition surge period Nov 1, 2018 to Jan. 3, 2019

Received **3,426** Delivered **3,146**.

- Number of Box Trucks November 2018 thru January 3. 2019 **66** (six days per week sometimes 4 trucks per day)

## Top Movement of Furniture for 2018

### Top Delivered Items

### Top Pick up Items

### Top Received Items

Description	Quantity	Description	Quantity	Description	Quantity
925-MESH Back Ergo Chair	1338	C-1G:BK (Black Straight Back Chair)	215	925 Mesh Back Ergo Chair	1415
C-1G:BK(Black Straight Back Chair)	538	C-1G:BL (Blue Straight Back Chair)	164	C-1G:BK (Black Straight Back Chair)	823
C-1G:BL(Blue Straight Back Chair)	454	SC-4HN (Standard Bookcase Hutch)	110	C-1G:BL (Blue Straight Back Chair)	728
D-O (Desk Organizer)	243	CA-INS:BK (Black Barrel Back Chair)	104	D-O (Desk Organizer)	346
D-5N (Cannon style Double Pedestal Desk)	185	SC-4NH Standard Bookcase Hutch)	85	CA-1NS:BK (Black Barrel Back Chair)	227
D-5GT (Georgetown Double Pedestal Desk)	150	T-13MX (Office Table)	85	D-5N Cannon style Double Pedestal Desk)	171



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T-4 (End Table)	121	925-MESH Back Ergo Chair	82	D-5GT Georgetown Double Pedestal Desk)	159
CR-ST (Staff Credenza)	103	D-O (Desk Organizer)	60	T-13MX (Office Table)	149
D-4NR (Cannon Style Right Hand Desk)	88	D-4NR (Cannon Style Right Hand Desk)	56	CA-INS-BL (Blue Barrel Back Chair)	142
T-13MX (Office Table)	84	D-4NL (Cannon Style Right Hand Desk)	55	T-12MN (60" Walnut Finnish Office Table)	114

## C.5 Contract Requirements

### C.5.1 Storage

#### C.5.1.1 Warehousing

The Contractor shall provide warehousing and storage facilities suitable for receiving, inspecting, storing and delivering House office furniture and related items. The House currently has approximately 5,194 furniture items that are being stored at warehouse.

#### C.5.1.2 Storage Areas

The Contractor shall store the majority of items in a rack and rail system. The rack and rail system will utilize the pallet system, of left, right, and center, as the storage location position. Permanent storage area can used when storing stackable items, such as desks and other boxed or crated items. The location of all items will be listed on the Daily Inventory Report.

#### C.5.1.3 Accountability for Stored Material

The Contractor is responsible for the storage of all furniture and other items entrusted to the Contractor to include the safe handling of the items, protection from damage and accurate accounting for all stored material.

#### C.5.1.4 Storage Protection

The Contractor shall ensure that all Government-owned materials are properly protected to avoid being damaged while being warehoused (i.e. uncrated/unboxed items are to be wrapped with padded material and plastic wrap, provided by the Contractor, to protect them from being scratched, dented, indented, constricted, and from dust and dirt. Rubber bands cannot be used on leather upholstered items.

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Boxed items are stacked per instructions on the boxes and so that boxes on the bottom will not become crushed, torn-open, etc.).

C.5.1.5 Uncrating Items and Removal of Packaging Materials

The Contractor shall be responsible for uncrating and disposal of all trash, debris and non-salvageable moving supplies (i.e. paper pads, moving boxes, and cartons).

C.5.1.6 Inventories

The Contractor shall be responsible with internal controls to maintain more than one inventory of items with the purpose of being invoiced separately. The Contractor will be notified before or at the time of receipt of the inventory to which the item will be stored.

**C.5.2 Transportation**

C.5.2.1 Delivery Schedule and Instructions

a. 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 2:00 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 company's owner, officer or manager.

b. 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: 202-226-0571. Any questions can be directed to the Operations Division of the U.S. Capitol Police, 202-224-0908. Attachment J.2, "Off-Site Inspection Center Instructions."

C.5.2.2 Dock-to-Dock Pick-Up and Delivery

The Contractor shall provide daily dock-to-dock pick-up and delivery of furniture and related items. Services include delivery/pickup, packing/unpacking, assembly/disassembly, inventory and general office moving tasks.

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- a. It is the Contractor's responsibility to follow the procedures identified in Attachment J.2.
- b. The House will provide to the Contractor by 3:00 p.m. each workday the list of furniture which is to be delivered and picked up the next day. The House may make adjustments to this list up to 5:00 p.m.
- c. Trucks used in the pick-up and delivery of furniture must not exceed 11'5" in height and must include a hydraulic lift gate.
- d. Prolonged parking will not be provided at any of the designated buildings loading docks or other loading and unloading areas or regular parking at any of the designated buildings for the Contractor's employee's personal vehicles or Contractor's owned trucks and vans.

### **C.5.3 Warehouse Services**

#### **C.5.3.1 Management**

##### **C.5.3.1.1 On-Site Manager**

The Contractor is required to have a representative physically located on the House Campus from 7:00am – 3:30 pm each workday. Exceptions to this work schedule may occur during Transition. The primary duties of this position are:

- a. Manage the ingress and egress of House inventory between the House and the Contractor's facility
- b. Manage and control the inventory at the Contractor's site by applying industry standards and best practices to optimize storage space, maintain an optimal balance between new and used furniture and institute First-in, First-out (FIFO) inventory management methodology or other appropriate inventory management methodology.
- e. Prepare and manage daily reports for identification of furniture for transportation between the House and Contractor.
- f. Prepare and manage weekly reports for updating status of ordered and received items.
- g. Make inquiries with House refurbishment and supplier vendors regarding status updates, scheduling, invoicing, pricing, and other business communications.
- d. Make recommendations for reducing storage space requirements and minimizing inventory obsolescence and surplus.
- e. Prepare and provide written weekly, monthly, quarterly, and annual reports.
- f. Prepare and enter purchase requests into the House Financial System.
- g. Enters receiving data (purchase order number, quantity, date received, etc.) into the House Financial System.
- h. Develop a succession plan for transition of the services set forth under this solicitation to a new contractor in the event this Contract is not renewed.
- i. Other duties as required by the Contract.

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A furnished workstation, computer, chair and phone will be provided for use by the on-site manager. Parking will not be provided.

#### C.5.3.1.2 Contractor Staff

The Contractor shall ensure that all Contractor employees requiring access to the House's data entry system have completed all appropriate forms, and necessary training within 15 working days after contract award date.

All contractor personnel who have been provided restricted access to the House network shall observe the House information systems access policies and procedures provided by House Information Resources (HIR). The contractor shall verbally notify the COR and

#### C.5.3.2 Receiving

##### C.5.3.2.1 Inspection of Received Items

The Contractor shall receive, inspect, accept and store furniture from House offices and outside vendors. The Contractor shall inspect incoming furniture for signs of damage in accordance with standard industry practice. The Contractor shall document any damage by taking a picture of the damage to packaging and/or item, recording the order on which it was received and providing that information to the COR. All packing material for received damaged items shall be saved to return item(s) to vendor. The Contractor's on-site manager shall contact the vendor from which the product was received and seek replacement of the damaged item(s).

##### C.5.3.2.2 Documentation of Received Items

The Contractor shall prepare and make available to the COR all documentation that supports House deliveries in or out of storage. The Contractor shall enter receiving information in their inventory systems within 24 hours of receipt of the item. All items shall be photographed and stored in the Contracts inventory system. A Receiving Report shall be made available by 10 AM the following morning.

##### C.5.3.2.3 Debris Disposal

The Contractor is responsible for the disposal of all trash and debris associated with receiving furniture at the Contractor's warehouse facility and House Campus facilities. The Contractor shall maintain warehouse facilities in a clean, orderly condition at all times.

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### C.5.3.3 Refurbished Furniture

The Contractor is responsible for managing the movement of furniture that is scheduled for refurbishment by one of the House refurbishment contractors. Requirements include retrieval of furniture from storage and making it available for pick-up by the refurbishment contractor. Upon completion of the refurbishment, the refurbishment contractor will deliver the furniture to the warehouse for receipt, inspection and storage by the Contractor. This furniture is then made available for retrieval from storage and delivering to the House campus as part of the Contractor's regular delivery. Items received and pick-up by the refurbishment vender will be included in the Activities Report shall be made available by 10 AM the following morning.

### C.5.3.4 Inspection of Items Delivered to the House

Upon delivery of items from the Contractor, the House will inspect the items for cleanliness and damage. If damage is discovered, the House will contact the Contractor's on-site manager who will take a picture of the damaged item and arrange for the repair of the damage at the Contractor's expense to the satisfaction of the House.

### C.5.3.5 Non-deliverable Furniture

The Contractor will be responsible for warehousing used furniture items that require restoration by the House Furnishings group as well as preparing shipment of furniture to the House furniture restoration contractor(s). The COR will determine and adjust the stocking levels, based on the needs of the House community.

### C.5.3.6 Inventory

#### C.5.3.6.1 Inventory of Items

The contactor shall provide and maintain a complete and accurate automated inventory system that records and tracks each inventoried item received under this contract by categories, type, bar code, and location. The contractor shall provide a daily report of all items. The contactor shall complete a physical inventory that will be conducted annually to account for on-hand inventory before close of business May 31 of each year of the contract. The results of the inventory will be provided to the House with a full accounting of all differences between the inventory records and physical count. Variances which remain unresolved after the Contractor's investigation will be charged to the contractor at the current purchase price of the item. The inventory will be conducted over a four-day period, Friday to Monday, during the month of May with COR or his/her designee(s) present to observe the inventory process. The Contractor shall corrodent the inventory dates

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with the COR by April 1.

Monthly spot inventories of up to 50 random chosen pieces by the COR or his/her designee(s) from storage locations that have experienced activity in the preceding three-month period will be conducted and the results reported.

#### C.5.3.6.2 Inventory and Control of Received Items

The Contractor shall enter receiving data (purchase order number, quantity, date received, etc.) in their employed automated inventory management system for items received for inclusion in the Daily Inventory Report to the COR or his/her designee(s).

#### C.5.3.6.3 RFID Tags

The House currently uses barcode tags with RFID technology.

- a. The House uses an RFID system for recording and tracking inventory of furniture. The RFID number on each tag is encoded on both the inside and outside of the tag. The number on the outside of the tag has a barcode beneath the actual number and can be scanned using a barcode scanner.
- b. The Contractor's scanners must be capable of reading an alpha-numeric barcode using "three-of-nine" barcode technology and be able to read RFID tag format as [F#####] where F is a fixed alpha character and ##### signifies six numeric digits, as well as a six digit "three-of-nine" barcode.
- c. The Contractor will apply RFID tags to all furniture prior to delivery to the House, boxed items may remain in boxes and RFID tags can be pouched to the box.
- d. All RFID numbers must be recorded and sent to the House upon receipt of the item and prior to the delivery of said items.
- d. The Contractor will apply RFID tags to all new and refurbished furniture at the time of receipt into the warehouse.
- e. Furniture being returned to the warehouse for refurbishment may or may not have RFID tags applied, however they will at a minimum have a barcode label for tracking.
- f. The House will provide the Contractor with RFID tags for use in tagging the furniture. It is the contractor's responsibility to provide all other equipment such as, but not limited to, barcode printers and scanners for maintaining inventory tracking and accountability.

#### C.5.3.6.4 Restocking Purchase Requests

Using the House Financial System, the Contractor's On-site Manager shall process and enter purchase requests for items in the warehouse that reach COR designated restocking levels within eight (8) hours after the restocking levels are surpassed and route Purchase Requests to the COR or his/her designee for approval.

### C.5.3.7 Reports

The Contractor shall provide detailed daily reports that identifies all receipts, deliveries and material on hand or in transit. The Contractor's On-site Manager shall provide a weekly summary report of all activities. Specific data items and fields will be defined by the House. Required reports include, as a minimum, the following:

<b>Title</b>	<b>Description</b>	<b>Frequency</b>	<b>Due Date and Time</b>
Activity Report	Warehouse accessibility, restocking purchase requests, receipt of stock and delivery	Daily	10:00 am Following Day
Receiving Report	Items received at warehouse and RFID number for each	Daily	10:00 am Following Day
Delivery Manifest	Items delivered to the House from the warehouse	Daily	Before 9:00 am on day of delivery
Returns Report	Items received at the warehouse that were returned from the House	Daily	10:00 am Following Day
Daily Inventory Report	Report of all items in stock with storage location for all items	Daily	COB Daily
Furniture Purchase / Refurbishment Report	Report of all new furniture and refurbishment purchases requests, receipts, pick-up	Weekly	COB Friday
Spot Inventory Report	Spot inventories of item and discrepancies	Monthly	5 <sup>th</sup> Working Day of the Month
Obsolete Inventory Report	Items meeting the criteria set forth in House policy for obsolete items	Semi-Annual	February 1 and September 1
Annual Inventory Report	Complete physical inventory and reconciliation of all warehoused items, annually	Annual	Prior to May 31 annually

### C.5.3.8 Special Handling for Antique and Unique Furniture

The House has approximately 900 pieces of antique and unique furniture that is currently warehoused, some of historical significance. The Contractor will be responsible for the protection and safeguarding of this furniture. The Contractor is responsible for photographing and tracking these items. The Contractor will

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blanket wrap each piece prior to delivery to the Houser or returning to the Contractor’s facility. The Contractor is cautioned that antique and unique furniture cannot be stacked or stored in any fashion that could result in damage or stress to the furniture.

C.5.3.9 Warehouse Accessibility

The Contractor shall always control access to Government-owned materials/property. The Contractor shall provide the COR or his/her designee(s) access to Government-owned materials/property within 30 minutes of COR notification between 8:00 a.m. and 5:00 p.m. every business day, and within 2 hours of notification during all other times.

**C.5.4 Congressional Transition**

During the term of this contract in the year(s) when the Congressional Transition will take place (on even years), the Contractor will need to adjust the services to accommodate the following increase in work load for the period from November 1 to the end of February for the aforementioned years (for example. November 1, 2020 – February 28, 2021 and November 1, 2022 – February 28, 2023).

C. C.5.5.1 Transportation

C.5.5.1.1 Deliveries and Pick-ups

The contactor shall provide an additional truck to the normal transportation (C.5.2) for the Transition period, the height requirement (C.5.2.2.c) does not apply to the additional truck. The requirement of two trucks will be required to make two around trip of delivery and pick-up of returning furniture and furnishing items for storage.

C.5.5.1.2 Schedule

The month of November will only require two delivery and pick-up, this could be accomplished with one truck making two round trips. For the months of December and January, two trucks will be needed to make two round trips each for delivery and returns. For the month of February, will only require two delivery and pick-up, this could be accomplished with one truck making two round trips.

The Contractor shall provide one or two trucks for the morning delivery of items and will return to the warehouse with returned furniture items for processing. The second mid-morning or early afternoon of deliveries and pick-ups will follow the same process. The truck(s) will be load with furniture items from the warehouse, unloaded at the House and then loaded with returned furniture and furniture items for processing.



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C. C.5.5.2 Warehouse Services

C.5.5.2.1 Transitional Surge

The contactor shall provide warehouse services that will adjust to the surge of transitional deliveries of new and refurbished items, deliveries to the House, and items returned to the warehouse from the House for processing.

C.5.5.2.2 Accessibility

The contractor shall provide access to the COR or his/her designee(s) for additional delivery and pick-up of furniture and furnishing items to and from the Contractor's warehouse.





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## SECTION F – DELIVERIES OR PERFORMANCE

F.1                                      PERIOD OF PERFORMANCE                                      APRIL 2013

Contract period of performance shall extend **two and a half years (30 months) from date of award consisting of base period 1 being one and-one half years (18 months) and base period 2 one year (12 months)**. Anticipated award date is October 1, 2019.)

F.2                                      OPTION TO EXTEND THE TERM OF THE                                      APRIL 2013  
CONTRACT

- a. Extension. The House may extend the term of this Contract up to **three (3) times for a period of 2 years each 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 **eight- and one-half years (102 months)**.

F.3                                      PLACE OF PERFORMANCE                                      APRIL 2013

Capitol Hill House Office Buildings in Washington, D.C. or Washington Metropolitan area.

[All work shall be completed remotely with the option for on-site work if both the House and the Contractor deem it necessary.]

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:

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- 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 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 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.

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- 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
  - 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

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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 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



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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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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. 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.

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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.
- 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.



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- a. As used in this clause and the clause of this solicitation entitled “Buy American Act Certification,” the following definitions apply:
- i. “Component” means an article, material or supply incorporated directly into an end product.
  - ii. “Cost of components” means: (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described item a(ii)(1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. “Domestic end product” means: (1) an unmanufactured end product mined or produced in the United States; or (2) an end product manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected and prepared for processing in the United States is considered domestic.
  - iv. “End product” means those articles, materials and supplies to be acquired under the Contract for House use.
  - v. “Foreign end product” means an end product other than a domestic end product.
- b. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certification.”

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.

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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.
- b. System Servers. All system servers of the Contractor and its subcontractors must receive security certification from the Information Systems Security Office 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 Director of the Information Systems Security Office.

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.

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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.

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



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- 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 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

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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

- 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.

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- 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).

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





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- 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 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.

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- 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.

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.

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**SECTION I -- SPECIAL CONTRACT CLAUSES**

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.

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**SECTION J – ATTACHMENTS**

**ATTACHMENT J.1 PRICING SHEET**

**ATTACHMENT J.2 INVENTORY LISTING**

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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: [REDACTED];
- b. Tax Identification Number (TIN): [REDACTED];
- c. type of organization:  Sole proprietorship;  Partnership;  C Corporation  S Corporation  Limited Liability Company  Not-for-Profit [REDACTED] [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: [REDACTED];
- 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.

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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;
  - 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.

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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].

E-mail Addresses(s): [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 APRIL 2013

- a. This clause applies only if the clause entitled “Buy American,” is included in this Contract.
- b. Pursuant to 2 U.S.C. Sec. 109, the Offeror certifies that each end product, except those listed in item (c) of this clause, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside of the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “cost of components,” “domestic end product,” “end product” and “foreign end product” are defined in the clause of this solicitation entitled “Buy American.”

c. Foreign End Products:

End Product: [List as necessary] Country of Origin: [List as necessary]

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K.10                      GENERAL      SERVICES      ADMINISTRATION      APRIL 2013  
SCHEDULE CONTRACT OR GOVERNMENT-WIDE  
ACQUISITION CONTRACT      CERTIFICATION

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: [REDACTED]      Contract Period of Performance: [REDACTED]

Contracting Officer Name: [REDACTED]      Contracting Officer Telephone Number: [REDACTED]

Name of GSA MAS Contract or GWAC Contract Holder\*: [REDACTED]

\*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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.





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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, 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 complete Section B and Attachment J.1 and provide a proposed price which will address all requirements.
    - Offeror is to provide pricing on a price per square foot basis.
    - Offeror is to provide the estimated number of square feet that will be required and provide justification for the amount proposed.
    - Offeror is to explain how maximization of rack and rail storage will be achieved.
    - If proposing other than rack and rail full cost explanation is required.
    - For use in your proposal preparation, Attachment J.2 is the current warehouse inventory of furniture identified by quantity.
  - iii. *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:
1. *Technical Approach.* The Offeror should provide a technical response including task detail as required by the Statement of Objectives Section C. Offeror is to explain ***“in detail”*** the technical approach that will be utilized to manage the inventory to ensure that government-owned property is delivered on schedule, free of damage and in the most economical and efficient fashion.
  2. *Management Approach* and support that will be provided to ensure that best practices, improvement processes and continued innovation in the management of the contract are attained. In particular, Offerors must address how they intend to manage the following:
    - Ingress and egress of House inventory between the House and the Contractor’s facility.
    - Management and control the inventory at the Contractor’s site by the application of industry standards and best practices to optimize storage space, maintain an optimal balance between new and used furniture and institute First-in, First-out (FIFO) inventory management methodology or other alternative inventory management methodology.

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- Successor contractor plan for transferring inventory items and commencing performance if the Offeror is awarded this contract (incumbent by definition is exempt from this requirement).
- Succession plan for transiting the contract services to a new Contractor.
- Methodology regarding how monthly warehouse space will be determined and ways to consolidate/ reduce storage space requirement.

Resumes of the proposed management team members who will be accountable for contract performance

*3. Corporate Capabilities & Past Performance.* The Offeror is to provide a narrative regarding similar contract services that were provided. Please identify the process improvements you initiated in the management and execution of these contracts.

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

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 20MB in size. In the event that the proposal exceeds 20 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.
- **Questions:** All questions are to be submitted via email to [james.tiani@mail.house.gov](mailto:james.tiani@mail.house.gov) 2:00 PM March 25, 2019.
  - **Pre-Proposal Conference:** A pre-proposal conference will be held on March 28, 2019 at 10:00AM in room 5480 O’Neill House Office Building 200 C St. SW Washington DC.
    - All attendees must register if they wish to attend by 2:00 PM March 26, 2019 via email to [james.tiani@mail.house.gov](mailto:james.tiani@mail.house.gov).
  - **Proposals:** must be received via email to [james.tiani@mail.house.gov](mailto:james.tiani@mail.house.gov) no later than 2:00PM April 17, 2019.

L.3

LATE SUBMISSIONS AND REVISION OF APRIL 2013 PROPOSALS

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.

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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.

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:

[REDACTED]

The primary contact for all communications and questions is:

(Insert Contracts Specialist Name and Title) [REDACTED]

E-mail: [REDACTED] Phone: \_\_\_\_\_

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.”

