

SOLICITATION, OFFER AND AWARD				1. Type of Solicitation: Request for Quote (RFQ) Informational (RFI) Negotiated (RFP)		Page 1	
2. Solicitation Number			3. Solicitation Title			4. Date Issued	
5a. Issued By			For Information, Contact:				
			5b. Name			5c. Phone	
			5d. Email				
SOLICITATION							
6. Offers must be received ON OR BEFORE the email address in Block 5d the office address in Block 5a with _____ copies another location (see Section L)						7. Delivery Arrangement FOB Destination FOB Origin	
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			L	Instructions, Conditions, and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
	H	Special Contract Requirements					
OFFER <i>(must be fully completed by offeror)</i>							
9. The undersigned agrees to perform in compliance with the terms and conditions in the following pages if this offer is accepted within 120 calendar days from the date for receipt of offers specified in Block 6.							
10. Acknowledgement of Amendments <i>(the offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>		Amendment No.				Date	
		Amendment No.				Date	
		Amendment No.				Date	
		Amendment No.				Date	
		Amendment No.				Date	
11. Prompt Payment Discount <i>(Calendar Days)</i>		12. Authorized Signature					13. Date Signed
No. of Days			%				
14. Name and Address of Offeror		15. Signer Information <i>(type or print)</i> :					
		a. Name				b. Phone	
		c. Title					
		d. Email					
AWARD <i>(to be completed by Government)</i>							
16. Contract No. <i>(Solicitation No. + Suffix if applicable)</i>				17a. Name of Contracting Officer			
The signature of the Contracting Officer in Block 17 constitutes acceptance of the Offeror's proposal dated _____ and consummates the contract, which consists of this Solicitation, Offer and Award Form and the referenced proposal.				17b. U.S. House of Representatives Signature		17c. Date Signed	

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SECTION C – DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

STATEMENT OF WORK (SOW)

C.1 Purpose

The Chief Administrative Officer (CAO), on behalf of the House, seeks to contract for the services of a professional and experienced management firm to provide staffing to operate and maintain the House Staff Fitness Center (HSFC) facility with a membership level that typically ranges between 1,200 and 1,400 people. The operational cost of the HSFC will be supported by the revenue generated from fees and dues paid by participating House staff. Rates should be structured in a manner that ensures that the facility will be self-sufficient based on a membership level of approximately 1,300. These rates would be applicable to new members and existing members as their current memberships expire.

The HSFC includes locker rooms for men and women. The locker rooms include 213 and 207 lockers respectively. A third of the lockers, 70 per locker room, may be made available for fee based overnight storage. The rate for this storage shall be proposed along with the monthly dues, initiation, key fob and any other fees included in the contractor's proposal as well as a policy to cover when locks will be cut and removed for abandonment or for any other justifiable reason. Historical data regarding membership and staffing levels is provided in Attachment J.3 as reference to be used in determining the appropriate rates.

C.2 Background

The House Staff Fitness Center (HSFC) opened in 2005 and has operated under a contract issued by the CAO. This contract is set to expire April 30, 2022. The HSFC covers 11,000SF including locker rooms, an exercise room and the gym area which is furnished with a variety of exercise and cardio equipment. It is open to eligible House staff, House Superintendent staff, Congressional Federal Credit Union Staff, Architect of the Capitol (AOC), House Military Liaison staff and other eligible House contractor staff which currently totals over 10,000 potential participants. As of October 2021, the membership total was approximately 781.

Membership may not exceed 2,000 without the written approval of the Contracting Officer. Additional services such as Personal Training, Biometric Measurements and Health Screenings were incorporated under the previous contract. These services are available to users for a fee.

C.3 House Furnished Property and Utilities

The HSFC is furnished with exercise equipment including free weights, cardio, circuit training machines and class related items, a washer and dryer, and televisions that are integral to most of the cardio machines, an entertainment system (not including media such as CDs, DVDs, etc.), office furnishings, and utilities of water, electricity, internet access and phones (except actual monthly cost of calls and phone service charges which are to be borne by contractor and billed by the CAO Telecommunications Office). The HSFC floor plan including a layout of the facility and current exercise equipment placement is in Attachment J.1. Attachment J.2 is a complete list of House furnished items.

The Architect of the Capitol (AOC) will furnish to the contractor for restocking purposes during the day: toilet paper, paper towels, and hand soap. The contractor shall be responsible for providing all other cleaning items and supplies to maintain the facility.

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Preventive maintenance, repair, and replacement of House furnished property, identified in Attachment J.2, will be the responsibility of the contractor. Expenses will be reimbursed by the House; charges over \$500 must be approved by the Contracting Officer's Representative (COR) in advance. House furnished property will be returned to the House for disposal or used as a trade-in for replacement items as defined by Section C.7.b.

Currently HSFC access is controlled by a computer system provided by and maintained by the House. Access is gained through the use of the HID Proximity Key Fob (Model PF1346, 26-Bit) issued to HSFC members. Periodically, the stock for key fobs will need to be replenished. In order to encourage the return of key fobs, a deposit fee is collected at membership signup and refunded upon return of the key fob. The contractor is responsible for ensuring that key fobs are restocked. During calendar year 2016, 500 Key fobs were ordered. All hardware and software maintenance of the access control system is the responsibility of the House.

C.4 Contractor Requirements

C.4.1 General

The contractor shall furnish all labor and services necessary for daily maintenance and operations of the HSFC, including management, maintenance, repair, and replacement of equipment, and conducting promotional programs through membership open houses. Contractor duties shall include, but not necessarily be limited to, the following:

Ensuring House contracting officials are informed any time there is an issue that has the potential to impact and/or delay contract performance.

Take immediate appropriate action to mitigate any issue with the potential to impact public health and promptly notify the Office of Attending Physician, the COR and the Contracts Specialist (CS) with regard to the issue and action taken.

The contractor will provide a plan outlining procedure for maintaining a sanitary environment at the HSFC and for reporting any issues that have the potential to impact HSFC member health and/or safety. A list of sanitation and cleaning products is to be provided along with associated Material Safety Data Sheets (MSDS).

Up to date MSDS documents must be maintained on site and available for inspection by the House and HSFC members. Maintaining membership lists on the premises to include, at a minimum, names, House Payroll numbers, and dues and fee status, in an electronic database format mutually acceptable to the House.

The contractor must maintain backups of data in a secure offsite location for disaster recovery using industry best practices for retention and protection of data. All House data will be handled in accordance with House Information Security Policies (see Section H.14 Information Security).

Maintaining on the premises a complete and accurate electronic inventory of all exercise equipment and supplies (excluding AOC supplies provided for restocking purposes), including House furnished property and supplies, in a database.

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The contractor will conduct an annual inventory and provide a certification of all items held in inventory on or prior to the contract anniversary date.

The contractor also shall provide an annual life cycle replacement estimate to include the expected remaining use for each piece of exercise equipment and the anticipated replacement cost of each piece of equipment requiring maintenance, along with any recommended changes in the mix and/or number of pieces of equipment.

Any items initially included or subsequently provided by the House remain the property of the House. See Attachment J.2 for a list of the initial inventory. It is the responsibility of the contractor to replace any items identified as missing during the annual inventory or at any other time.

The contractor and its employees shall project a professional attitude toward members through the provision of fitness and health assessments, as well as educational programs. Attire should be industry standard and uniform for all staff to include the wearing of easily readable name tags when working at the HSFC. House ID badges must be carried at all times and presented upon request of any Congressional official or law enforcement officer.

Attending various House training and refresher programs as required. Such training shall cover information security training for those who have access to the House computer system, evacuation procedures, use of escape hoods, use of portable defibrillator devices, etc. This training will be integrated as part of the ongoing contractor staff development, and a part of the orientation process for all new contractor employees hired under this contract.

Ensuring that all facility users are apprised of and comply with all mutually agreed to HSFC rules and regulations.

Keeping the entire facility stocked with supplies and necessities, such as first aid items, and office supplies.

The contractor will be responsible for the daily collection of used towels, and cleaning, folding, and restocking the clean towels. The contractor will also be responsible for replacing worn out towels. These towels will remain the property of the House. On average approximately 65 dozen bath and 90 dozen wipe down towels are replaced per calendar year.

Removal, at the end of each day, of any locks which may have been left on non- rental lockers by members, so that these lockers are available for use the next morning.

Establishing a lost and found box for items left in lockers or in the facility. Items of high value will be stored securely. Unidentified items shall be tagged, listing the description of the item(s), location, date, time, and who found it. If an item is not claimed within five days, it shall be turned over to the United States Capitol Police (USCP). When possible, the contractor shall attempt to identify ownership of the found item and provide this information to the USCP.

Daily, or as needed, removal of trash and debris from the HSFC to the House provided trash receptacles in approved locations, including recycled materials.

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The contractor shall perform cleaning and sanitation of the equipment and facility, in accordance with Policies and Procedures established by the Office of the Attending Physician (OAP). The contractor will provide a schedule to document the daily cleaning and sanitation. The AOC will perform the nightly cleaning of the facility only to include vacuuming the entire facility and a thorough cleaning of the locker rooms, showers, and bathroom areas. All other cleaning is the responsibility of the contractor.

Procuring and maintaining a preventive maintenance contract for all exercise equipment. An electronic log of repair activity on all equipment, along with a list of the maintenance contract(s) must be maintained. The contractor shall propose Service Level Agreement time frames for the length of time a piece of equipment may be out of service.

Maintaining all equipment in clean, safe working order and re-pair all broken equipment. Place any unsafe equipment out of service and either ensure a placard is placed on such equipment, or other physical barrier, or remove it from facility until necessary repairs are made. The facility is subject to inspection for cleanliness, sanitation, and safety by various Congressional Offices such as the, Office of the Attending Physician, AOC, USCP, CAO, etc.

Providing all computers and peripherals necessary to conduct business except access control computers. Any equipment on the House network shall meet the House minimum technical requirements listed in Attachment J.5. All computer equipment is subject to review and approval by the House before installation.

Providing, at a minimum, 20 fitness classes per week. The proposal shall provide the proposed times and individual class descriptions. In addition, the proposal shall price an option for additional classes in increments of five classes per week, and the contractor shall propose the maximum number of increments in their proposal. The contractor shall also be flexible in rescheduling and/or canceling classes based on fill rate.

C.4.2 Hours of Operation

The facility shall maintain at a minimum the basic hours of operation from 6:00 a.m. to 9:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays when the House is in session. The contractor may propose modified hours for weekdays when the House is not in session. The minimum modified hours of operation would be 6:00 a.m. to 6:00 p.m. weekdays and Saturdays from 9:00 a.m. to 2:00 p.m. Any request for modifying these basic hours must be submitted to the COR with a copy to the Contract Specialist (CS) at least two weeks prior to the date for the modified hours and approval obtained from COR before initiating. Guidance in determining hours can be gleaned by examining historical usage contained in Attachment J.5 and/or visiting the Web site of the House Majority Leader to review the House Calendar at: <http://majorityleader.gov/>

C.4.3 Dues and Fee Collection

The contractor must conduct the following activities with respect to dues and fees:

Collect the dues and a non-refundable initiation fee and any other HSFC-related fees by check, money order, or credit card, and have the ability to set up and stop a recurring monthly charge to a member credit card or checking account.

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At a minimum, the contractor shall be responsible for depositing the dues and fees on a daily basis. Contractor will send copies of deposit slips with the monthly report to the COR.

Membership is either on an annual or month-to-month basis. The contractor will collect membership initiation fee upon initial sign-up and if there is any lapse in membership.

Currently, dues are \$19 a month for those signing up for a full year, \$22 a month for those on a month-to-month membership. Approximately 70% of users are annual while 30% are month to month members. Locker room only memberships are \$7 a month. Initiation fees are \$25 upon initial signup or anytime a membership lapses. There is also a key fob deposit of \$10 that is collected at the time of membership sign up. The deposit is returned to the member once they hand in their key fob upon the expiration or cancellation of their membership agreement. If a member loses their key fob, they forfeit their deposit and must pay another deposit prior to receiving a new key fob.

C.4.4 Financial Management

The contractor shall keep and maintain complete and accurate financial records regarding the membership, all revenues received, and expenditures made. The Contractor must provide monthly statements detailing revenue and expenses in conformance with Generally Accepted Accounting Principles (GAAP) which are fully auditable by the House. The Contracting Officer or designee shall have the right to inspect on-site, upon notice of no less than three business days, all financial records, supporting documentation, and accounts maintained by the contractor for the operation of the HSFC. Documentation maintained for this contract by the contractor must be released to the House as requested.

C.4.5 Staffing

Initial staffing should be set up to provide the required services at a level commensurate with the typical member usage as shown in Attachment J.5 and other considerations such as coverage when classes are being taught. The contractor shall provide, at a minimum, one qualified fitness specialist during the hours of operation who will be responsible for the day-to-day operations and management of the HSFC.

Fitness specialists shall have attained Basic Life Support Certification, as well as fitness certifications. The following programs would meet the training requirement for fitness certification: the American Council on Exercise (ACE), the Aerobics and Fitness Association of America (AFAA), the American College of Sports Medicine (ACSM), the Cooper Institute, or, in the alternative, college or graduate degrees in physiology or related fields. Copies of all certifications are to be provided to the COR on an annual basis and prior to a new employee's first day at work at the House.

During the hours of operation, at least one staff employee on duty must have a working knowledge of personal computers sufficient to manage and operate the facility programs, access control computer and databases.

The contractor shall oversee and instruct members on the proper and safe use of all equipment and the proper form for exercising (including accommodations for individuals with disabilities). All instructions must be consistent with current training practices. Contractor staff

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shall monitor facility users for incorrect use of equipment and provide on the spot correction/instructions as necessary to assure maximum safety for members. The contractor must submit with its proposal a draft safety plan for the operation of the facility, and a final safety plan within 30 days after award for approval by the Contracting Officer.

C.4.6 Conduct

The contractor's employees shall conduct themselves in a professional, orderly and safe manner within the premises whether on or off duty and adhere to the rules outlined in the House Building Commission rules contained in Attachment J.6. The use of any House computers or the House network will be done in accordance with House Information Security policies as identified in Section H.14 Information Security.

C.4.7 Reciprocity

The contractor may propose reciprocal arrangements with other clubs in the area or participate in reciprocal programs that allow members to use other clubs locally, nationally, or worldwide.

C.4.8 Membership

Membership eligibility is limited to members of the House community. The House and the Military Liaison offices will provide the contractor with a list electronically at least monthly of eligible staff. The contractor will use these lists to verify the eligibility of current and prospective HSFC participants. Anyone found ineligible based on this list will not be allowed to sign up and anyone who has become ineligible will be notified of the termination of their membership with a refund of any unused prepaid amounts. The minimum age for becoming a member of the HSFC is 18 years old. The contractor will be notified by the House if any other staff are deemed as eligible per any subsequent agreements between the House and any other entity and identified in a contract modification.

The contractor will prepare a Membership Packet in concert with the House that will include at a minimum such items as; Membership Application, Health Screening/Assumption of Risk, HSFC Waiver and Release of Liability, Membership Agreement, HSFC Rules and any other information deemed appropriate by the contractor subject to approval by the House.

C.4.9 Contractor Payments to the House

Contractor payments to the House will be made payable to the U.S. Treasury and sent to the address shown below:

Acquisitions Management Attention: Resource Manager
Office of the Chief Administrative Officer 5110 O'Neill Federal Office Building
U.S. House of Representatives Washington, D. C. 20515

C.4.10 Payments to House covering Monthly Revenue in Excess of Expenses

In the instance that monthly revenues from the operation of the HSFC exceed monthly expenses the contractor will send a check or money order payable to "U.S. Treasury" covering the difference. The payment will be submitted not later than the 20th business day of the subsequent month by mail or be hand carried to the address shown in the first paragraph of Section C.6. The COR will be copied on these documents.

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C.4.11 Payments to the House covering Monthly Telecom Bill

The contractor shall pay the House for any telephone calls made based upon invoice received from House Telecommunications. The contractor shall submit payments to the Office of Administrative and Financial Services, payable to the “U.S. Treasury” due on the fifth business day of each month. The payment shall be forwarded to the address shown below. The COR will be copied on these documents.

Office of Administrative and Financial Services
Attention: Accounting Department
Office of the Chief Administrative Officer
3110 O’Neill Federal Office Building
U.S. House of Representatives
Washington, D. C. 20515

C.4.12 House Payments to the Contractor

In the instance that monthly expenses from the operation of the HSFC exceed monthly revenues, the House will pay the contractor the difference upon presentation of valid invoice as described in Section G.5 Invoices, and verification of the Summary of Revenues and Expenses along with all backup documentation as described in Section C.8. In order to receive prompt payment, the contractor will provide this information to the COR no later than 20 business days into the subsequent month.

In the instance that it becomes necessary to repair and or replace any House-furnished equipment, the contractor must submit a request to the COR, along with supporting documentation including quotations for services and or equipment. Documentation of any invoices resulting from approved items will be included in the package with the Monthly Summary of Revenues and Expenses as described in Section C.8. The House may elect to purchase fitness center equipment directly from other vendors.

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C.5 Deliverables

C.5.1 Monthly Reconciliation

The contractor will provide a membership list electronically to the COR with a copy to the CS on monthly basis. This membership list will be accurate as of the last day of the previous month. It will include a list of members that began the month along with a breakout of new sign-ups and cancellations that occurred during the month. The contractor must provide the list of members to the COR and copy to the CA no later than 20 business days after the last day of each month.

C.5.2 Monthly Summary of Revenues and Expenses

No later than 20 business days after the last day of the month, the contractor will provide to the COR, with a copy to the CS, a Summary of Monthly Revenues and Expenses to include all documentation required to verify the revenues and expenses included for that month. This package will include either an invoice for the COR's approval if expenses exceed revenues or a copy of the check or documentation of payment to the House if revenues exceed expenses.

C.5.3 Monthly Performance Summary Report

The contractor must provide a report to the COR with a copy to the CS that includes at a minimum: the reporting period, contractor's program manager, number of members (beginning of month, new sign ups, cancellations, end of month), number of classes, activity/usage of facility, retail sales, outstanding issues, and any anticipated activity for the next reporting period.

C.5.4 Customer Satisfaction

Emphasis is expected to be given to creating and maintaining a high level of customer satisfaction. In accordance with the Contractor's proposal, the Contractor shall maintain a customer service system to record and monitor customer satisfaction and demonstrate an effective complaint resolution process when needed. The Contractor shall also work with the House to create and implement an annual survey. Results will be provided to the contractor along with the COR and CS. Any actions proposed by the contractor to address items that are identified as being in control of the contractor will be documented in a report from the contractor to the COR and CS. Items identified as being in the control of the House will be referred to the COR and/or CS for action. Focus groups may be used if mutually agreed upon.

C.5.5 Annual Projection of Revenues and Expenses

The contractor will provide a projection of expected revenues and expenses annually, no later than 90 days prior to the start of the given Federal Government fiscal year. The expenses will include the fully loaded labor rates. The labor rates may not change without approval of the C.O. Allow 60 days for consideration of any proposed change in the labor rates.

C.5.6 Annual Inventory & Life Cycle Replacement

Annually the contractor will provide a worksheet listing an inventory of all House furnished HSFC exercise equipment and supplies. The equipment list will also include the estimated remaining useful life of the equipment, replacement cost and the recommended date for replacement. Approval from

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COR is required for purchases over \$500.

SECTION D – PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES APRIL 2013

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

D.2 PACKAGING AND MARKING DECEMBER 2014

- a. Packaging. Preservation, packaging and packing for all items delivered hereunder shall be in accordance with commercial practice, unless otherwise stated in this Contract, to ensure acceptance by common carrier and safe arrival at destination. All boxes must: (i) include packing slips clearly referencing this Contract; (ii) be numbered sequentially; (iii) indicate the total number of boxes in the shipment (*i.e.*, 1 of 6, 2 of 6, etc.); and (iv) include a description of item, part or item number, customer name and customer location.
- b. Marking. Contractor packages sent by private shipping companies (*e.g.*, FEDEX, UPS, etc.) must have the following information recorded on or near the shipping label: “U.S. House of Representatives, Purchase Order/Contract Number: (insert number),” along with the recipient’s name, office, building, room number and telephone number, if known. For items sent by local shipping companies, all deliveries, unless otherwise stated in this Contract, shall be considered “Inside Deliveries” and the Contractor will ensure that necessary hand-trucks, tools and personnel are available upon delivery to transport goods to the final destination within the building.
- c. Delivery Schedule and Instructions. No deliveries will be accepted unless the delivery vehicles have been processed at the U.S. Capitol Police Off-Site Delivery Center. The hours of the U.S. Capitol Police Off-Site Delivery Center are 5:00 a.m. to 7:00 p.m., Mondays through Fridays (Eastern Time), excluding Federal holidays. In order to gain access to the loading docks of the Capitol and the House Office Buildings, the Contractor is required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by the signature of the company’s owner, officer or manager. Delivery trucks servicing the Ford House Office Building must not exceed ten (10) feet in

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height for inside delivery. Requests for access to the U.S. Capitol Complex, including the House Office Buildings, must be renewed three (3) times per year on April 30, August 31 and December 31, and should contain the following information: (i) name of company; (ii) name of drivers/employees requiring access; (iii) social security number for each driver/employee; (iv) date of birth for each driver/employee; (v) building(s) to be accessed; and (vi) company contact person and phone number. The information must be provided to: U.S. Capitol Police, Off-Site Inspection Center, 4700 Shepherd Parkway S.W., Washington, D.C. 20032; fax: 202-563-5140. Any questions can be directed to the Operations Division of the U.S. Capitol Police, 202-224-0202.

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION DECEMBER 2014

- a. Goods, Equipment and Services. Inspection of goods, equipment and services to be furnished hereunder shall be performed at the place of performance or delivery destination, in accordance with the provisions specified in this Contract and any applicable orders. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform such an inspection.

- b. Quality Assurance Reviews.
 - i. *Tests.* The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. The Contracting Officer shall have the right to send his representative into areas used by the Contractor's employees, at any time, for quality assurance reviews or other purposes approved by the Contracting Officer.

 - ii. *Non-compliance.* Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the Contracting Officer. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties. The Contractor shall respond to all quality assurance reports within the timeframe specified in each quality assurance review, annotating what actions have been taken. Written notification of negative quality assurance review results will be furnished within thirty (30) calendar days after completion of quality assurance reviews.

- c. Facilities. All facilities utilized by the Contractor in performance of work under this Contract shall be subject to inspection by officials of the House and other representatives of the House, as directed by the House.

E.2 ACCEPTANCE DECEMBER 2014

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

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E.3

TITLE / TRANSFER / RISK OF LOSS

APRIL 2013

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

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SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE APRIL 2013

Contract period of performance shall extend from May 1, 2022 through April 30, 2024.

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

- a. Extension. The House may extend the term of this Contract up to three (3) times for a period of twelve (12) 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. The House reserves the right to unilaterally extend this contract for up to six (6) months if it is deemed in the best interest of the House
- b. Total Term. The total duration of this Contract, including the exercise of any options under this clause shall not exceed five (5) years and six (6) months.

F.3 PLACE OF PERFORMANCE APRIL 2013

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

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.

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b. Causes for Suspension and Debarment. The House may suspend or debar a contractor suspected, upon adequate evidence, of:

- i. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract;
- ii. violation of Federal or State antitrust statutes relating to the submission of offers;
- iii. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
- iv. delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000);
- v. knowing failure by a principal, until three (3) years after final payment on any Government contract 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;

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2. that the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
 3. of the cause(s) relied upon for imposing suspension;
 4. of the effect of the suspension; and
 5. that, within thirty (30) calendar days after receipt of the notice of suspension, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- d. GSA Notification. The House reserves the right to notify GSA if the Contractor is suspended, debarred or proposed for suspension or debarment by the House.
- e. GSA Suspension and Debarment. After being listed on the System for Award Management (“SAM”), the House shall not solicit offers from, award contracts to or consent to subcontracts with the listed contractor, unless the House’s Chief Administrative Officer determines that there is a compelling reason for such action. Furthermore, contractors listed on SAM are excluded from conducting business with the House as agents or representatives of other contractors.
- f. Debarment. If debarred, the Contractor is excluded from contracting with the House as a prime and/or House-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

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7. of the House's procedures governing debarment decision-making.

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

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

F.6 PAYMENT FOR NON-PERFORMANCE APRIL
2013

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

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SECTION G – CONTRACT ADMINISTRATION

G.1 AUTHORIZED HOUSE REPRESENTATIVES APRIL
2013

a. Contracting Officer.

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

b. Contracting Officer's Representative.

- i. *Responsibilities.* The COR, appointed in writing by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities. The responsibilities of the COR include, but are not limited to: (1) determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this Contract; (2) ensuring compliance with the contract requirements insofar as the work is concerned; (3) advising the Contracting Officer and Contracts Specialist of any factors which may cause delays in delivery and/or performance of the work; and (4) conducting or witnessing the conduct of any inspections and/or tests that may be required by the Contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing and/or delivery schedules of the Contract or direct the Contractor to perform services outside of the scope of the Contract.
- ii. *Additional Responsibilities.* Additional responsibilities of the COR are as follows: (1) monitor and evaluate contract performance, including preparing Vendor Performance Evaluations; (2) review, approve and process contractor invoices; (3) submit periodic report(s) to the Contracts

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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.

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

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Extended Price

Total Price of all deliverables contained on Invoice

- c. Submissions. Invoices for goods, equipment and services shall be submitted by e-mail or facsimile to the point of contact specified in the Contract.
- d. Discounts. For services and goods (other than equipment), any cash discount period will be computed from the date the invoice is received. For equipment, any cash discount period will be computed from the date/time stamped on the EIN form.
- e. Follow-up Invoices. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Any questions 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 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).

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- 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 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 APRIL 2013 MEETINGS

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.

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

G.11

MODIFICATIONS

DECEMBER 2014

- a. No amendment, change or modification to this Contract shall be effective or enforceable unless it is in writing and signed by both parties (except that administrative changes may be effected in writing and signed by the Contracting Officer (as described in the “Change Orders” clause in this Contract)).
- b. The Contracting Officer may at any time, by written order make changes within the general scope of this Contract in any one (1) or more of the following: (a) drawings, designs or specifications when supplies/equipment to be furnished are to be specifically manufactured for the House in accordance with the drawings, designs or specifications; (b) method of shipment or packing; or (c) place of

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delivery/performance. If any such change causes an increase or decrease in the cost or, or the time required for, performance of any part of the work under this Contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery/performance schedule, or both, and shall modify this Contract. The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the “Disputes” clause in this Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

G.12

TERMINATION

DECEMBER 2014

- a. Termination for Convenience of the House. The House may terminate, in whole or in part, the performance of work under this Contract for its convenience at any time by providing written notice to the Contractor (“Notice of Termination”). After receipt of a Notice of Termination, and except as directed by the House, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause:
 - i. stop work as specified in the Notice of Termination;
 - ii. place no further subcontracts or orders for goods, equipment or services, except as necessary to complete any continuing portion of this Contract;
 - iii. terminate all subcontracts and orders to the extent they relate to the work terminated;
 - iv. settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders; and
 - v. diligently continue to perform any work not terminated.
- b. Payments. Unless otherwise set forth in this Contract, if the Contractor and the House fail to agree on the amount to be paid because of the termination for convenience, the House will pay the Contractor the percentage of the Contract price reflecting the percentage of the work performed prior to the Notice of Termination, plus reasonable termination-related charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using the Contractor’s standard record keeping system. The Contractor will use generally accepted accounting principles that are in accordance with auditing standards promulgated by the International Accounting Standards Board, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to or determined under this clause. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- c. Termination for Default/Cause. The House may, with written notice of default to the Contractor, terminate this Contract in whole or in part for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract term or condition, or fails to provide the House, upon request, with adequate assurances of future performance. In the event of termination for cause, the House shall not be liable to the Contractor for any amount for goods or services not accepted, and the Contractor shall be liable to the House for any and all rights and remedies provided by law. Generally, after the written notice and prior to terminating this Contract for default, the House will provide the

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Contractor five (5) calendar days to cure the defective performance; however, if the defective performance results in a breach of information security, substantial harm to the House, or a failure to meet the delivery schedule, the House reserves the right to immediately terminate this Contract for default, without providing the Contractor a cure period. The Contractor shall diligently continue to perform the work not terminated. If it is determined that the House improperly terminated this Contract for default/cause, such termination shall be deemed a termination for convenience. All disputes arising under or related to this Contract shall be resolved under the provisions of this Contract and the procedures set forth in the “Disputes” section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.

G.13

RELEASE OF CLAIMS

APRIL 2013

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

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SECTION H – STANDARD CONTRACT CLAUSES

H.1 CONTRACT TYPE FEBRUARY 2016

- o Concessionaire Contract.

H.2 AVAILABILITY OF FUNDS DECEMBER 2014

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

H.3 SYSTEM FOR AWARD MANAGEMENT OCTOBER 2014

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

H.4 INSURANCE APRIL 2013

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

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

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H.5 FEDERAL TORT CLAIMS ACT

APRIL 2013

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

H.6 EXCUSABLE DELAYS

DECEMBER 2014

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

H.7 WARRANTY

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

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Contract will be free, at the time of delivery, of harmful code (*i.e.*, computer viruses, worms, trap doors, time bombs, disabling code or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software).

- e. Intellectual Property. The Contractor warrants that the goods, equipment and services furnished under this Contract will not infringe or violate any U.S. intellectual property right, including, without limitation, rights in trade secrets, copyrights and U.S. patents.
- f. Excluded / Limited Warranties. If the Contractor wishes to exclude or limit these implied warranties, it shall be the Contractor's responsibility to offer and agree with the House on an express warranty that includes terms (including the length of the warranty) equal to or better than those offered to comparable customers in customary commercial practice. The express warranty, if any, shall be included as an addendum to the Contract.

H.8 SUBSTITUTIONS

DECEMBER 2014

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

H.9 BUY AMERICAN

APRIL 2013

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

- a. As used in this clause and the clause of this solicitation entitled "Buy American Act Certification," the following definitions apply:
 - i. "Component" means an article, material or supply incorporated directly into an end product.
 - ii. "Cost of components" means: (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described item a(ii)(1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means: (1) an unmanufactured end product mined or produced in the United States; or (2) an end product manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic.

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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) and House Regulations.

H.12 COMPLIANCE WITH LAWS APRIL 2013

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

H.13 HOUSE INFORMATION OCTOBER 2014

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

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Contracting Officer, and subject to the further requirements of Section I.16 where incorporated into this Contract.

- 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 Contractor and subcontractor system servers shall be certified by the Office of Cybersecurity prior to integration within the House network. This certification shall follow successful completion of the House system security compliance audit process. The Contractor must be able to provide evidence of security risk mitigation (as applicable) to the Office of Cybersecurity, prior to the integration within the House network.

H.15 NON-DISCLOSURE AGREEMENT APRIL 2013

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

H.16 PROTECTION OF CONTRACTOR PROPRIETARY DATA APRIL 2013

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- 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

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against any losses, liabilities, damages, fines, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees and settlements, and expenses from any third party claim, action, suit or judgment to the extent caused by or arising from: (i) the negligent acts or negligent omissions or willful misconduct of the Contractor, its officers, employees, agents or subcontractors for property damage, personal injury or death; (ii) the failure of goods, equipment and/or services delivered/performed under this Contract to meet the requirements of applicable laws or regulations; (iii) the infringement or violation of any U.S. or foreign intellectual property right, including without limitation rights in trade secrets, trademarks, copyrights and patents, by any good/equipment/service provided hereunder; and (iv) a breach or alleged breach of its obligations to maintain the confidentiality of House Information and information security requirements set forth in this Contract. The House shall promptly give the Contractor notice of such claim and shall cooperate in the defense of such claims at the Contractor's expense. The disclaimers of certain damages and damages limitations in paragraph (c) above shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from the Contractor's indemnification obligations under this Contract.

H.19 NON-EXCLUSIVITY OF RIGHTS AND APRIL 2013 REMEDIES

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

H.20 FLOWDOWN AND SUBCONTRACTORS APRIL 2013

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

H.21 E-VERIFY APRIL 2013

a. Definitions. As used in this clause,

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any party that furnishes supplies or services to or for a prime Contractor or another subcontractor.

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“United States,” as defined in 8 U.S.C. 1101(a)(38), means the fifty (50) States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

b. Enrollment and Verification Requirements.

- i. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.
- ii. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees: (1) if the Contractor has been enrolled sixty (60) calendar days or more, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than sixty (60) calendar days, within sixty (60) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.
- iii. The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program as administered by the Department of Homeland Security.

- c. Web Site. Information on registration for and use of the E-Verify program can be obtained via the Department of Homeland Security Web site at www.dhs.gov/e-verify.
- 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.

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- 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). This form must be signed and dated by a Contractor Human Resources Director/Manager or Executive in the Contractor's corporate office, and presented to the COR prior to the COR initiating the background check.
- b. Background Checks. All Contractor employees and subcontractor employees working on this Contract will go through a background check conducted by the U.S. Capitol Police. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this Contract. Forms for each Contractor employee and subcontractor employee working on this Contract must be submitted prior to the commencement of work and early enough so adjudication of the results by the CAO can occur prior to the commencement of this Contract. If CAO Human Resources, after having processed the forms, determines at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, CAO Human Resources will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer's request, any employee or subcontractor employee deemed unsuitable or unfit by the CAO from work under this Contract.
- c. Frequency. All Contractor employees and subcontractor employees working on this Contract are required to go through a background check by the U.S. Capitol Police and be cleared by the CAO every three (3) years. Additional background checks may be conducted on such Contractor and subcontractor employees at any time as warranted.
- d. Security Clearance. Contractor employees and subcontractors must be able to obtain and/or maintain a Federal government security clearance and/or pass additional background checks/investigations if access to "House Sensitive Information" (as described in HISPOL 002.0, which is available upon request) is required under the terms of this Contract. Individual House Offices or CAO Business Units may require an Office of Personnel Management Extended Background Investigation or other security clearance, as deemed necessary, at the cost to the Contractor.

H.23

IDENTIFICATION BADGES

OCTOBER 2014

- a. Access. If unescorted access is required outside of normal public building visitor hours, and access to the House network or House Sensitive Information will occur, or as determined by the COR, all Contractor employees and subcontractor employees requiring access shall obtain a House identification badge issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee begins work under this Contract or subcontract. Although subject to change, public building visitor hours are Monday to Friday 7:00 a.m. to 7:00 p.m., and Saturday 7:00 a.m. to 1:00 p.m., excluding Federal holidays. House identification badges will not be issued to a Contractor employee or

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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 reflect a reduction for the fee and 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.
- d. Lost or Stolen Badges. If a badge is lost or stolen, the contractor must complete a police report and provide a copy of the report to the COR or POC. In such cases, the fee may be waived.

H.24

KEY PERSONNEL

APRIL 2013

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

H.25

AUTHORIZED USE BY OTHER LEGISLATIVE ENTITIES APRIL 2013

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

H.26 COVENANT AGAINST GRATUITIES DECEMBER 2014

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

H.27 CONFLICTS OF INTEREST APRIL 2013

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

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- b. Organizational Conflicts of Interest. An organizational conflict of interest exists when the Contractor's activities or relationships with other persons, corporations and/or entities render the Contractor unable or potentially unable to provide impartial assistance or advice to the House, or the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or the Contractor has an unfair competitive advantage. The Contractor must avoid strictly any conflict of interest or even the appearance of a conflict of interest in connection with this Contract. The Contractor shall not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.
- i. Contracting with organizations owned in whole or in part by federal government employees. An organizational conflict of interest exists when the Contractor is owned in whole or in part by federal government employees, regardless of whether the personnel are employed by the federal governmental entity where the proposal, quotation, bid, or offer is being submitted. Whenever there could be a perceived conflict of interest resulting from direct ownership the contracting officer shall be notified immediately. Ownership through a 401(k) or other substantially similar investment or retirement vehicle where no direct involvement in the organization is or can be exercised shall not be deemed a conflict.

H.28 ADVERTISING/PROMOTIONAL MATERIALS OCTOBER 2014

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

H.29 INCIDENTAL SERVICES, TRAVEL AND APRIL 2013 OTHER EXPENSES

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

H.30 SEVERABILITY APRIL 2013

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

H.31 ASSIGNMENT OCTOBER 2014

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

H.32 ORDER OF PRECEDENCE DECEMBER 2014

- a. Contract. In the event of an inconsistency between portions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) statement of work; (ii) other clauses of this Contract, whether incorporated by reference or otherwise; (iii) solicitation provisions; (iv) any clauses associated with purchase orders or task orders issued pursuant to the Contract and (v) the Contractor's proposal.
- b. Other. In the event that the provisions of this Contract conflict with the provisions of other Federal contracts, including orders incorporating terms of U.S. General Services Administration Federal Supply Schedule contracts, the provisions of this Contract shall govern solely to the extent of any such conflict.

H.33 SAFETY AWARENESS DECEMBER 2014

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

H.34 WAIVER OF RIGHTS DECEMBER 2014

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

H.35 PRIVACY AND CONFIDENTIALITY MARCH 2015

- a. General. During the term of this Contract, the Contractor must not disclose to any other person or entity any "Confidential Information" obtained from the House or in connection with delivery of the services related to this Contract. "Confidential Information" means (i) all information related to this Contract, the House and all information collected, processed or otherwise accessed by the Contractor in performing under this Contract, and any data or information collected in connection with delivery of the services related to this Contract, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House. Confidential Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, (C) legally obtained from a third party, or (D) required to be disclosed under applicable law, regulation or final order of any governmental or regulatory authority or court having jurisdiction over the Contractor or the House, but only to the extent of such requirement (in which case the Contractor shall (1) give prompt notice to the House, describing in reasonable specificity and detail all Confidential Information to be disclosed and all relevant circumstances with respect to such disclosure, to enable the House to take any appropriate action in order to limit such required disclosure, and (2) provide all reasonable cooperation to the House in connection with any such action).

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- 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.
- 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.

H.37 US FEDERAL GOVERNMENT HOLIDAY SCHEDULE JULY 2021

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

- a. New Year's Day
- b. Birthday of Martin Luther King, Jr.
- c. Washington's Birthday
- d. Memorial Day
- e. Juneteenth National Independence Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day

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- i. Veterans Day
- j. Thanksgiving Day
- k. Christmas Day

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

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

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SECTION I -- SPECIAL CONTRACT CLAUSES

I.1 RIGHTS IN NEW WORK PRODUCT APRIL 2013

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

I.2 SOFTWARE ESCROW APRIL 2013

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

I.3 SOFTWARE LICENSE WARRANTY APRIL 2013

The Contractor warrants that it has full power and authority to grant the rights contained in this Contract with respect to the software without the consent of any other person. Neither the performance of the services by the Contractor nor the license to and use by the House of the software and documentation (including

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copying) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

I.4 SYSTEM/SOLUTION WARRANTIES APRIL 2013

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

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

I.5 INTELLECTUAL PROPERTY INDEMNITY APRIL 2013

- a. With respect to claims arising from computer hardware or software manufactured by a third-party and sold by the Contractor as a reseller, the Contractor will pass through to the House such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, the Contractor will provide the House with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this subparagraph. The provisions of this subparagraph apply only to third-party computer hardware and software sold as a distinct unit and accepted by the House.

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

I.6 DOCUMENTATION FOR SOFTWARE AND APRIL 2013 EQUIPMENT

The Contractor shall provide two (2) sets of Documentation to the House in a customary commercial format. "Documentation" means (a) all documents to be delivered under the Contract, (b) work product prepared by the Contractor to explain the use of the system/solution, and (c) all commercially available operations, technical and other manuals used in conjunction with the system/solution, including without limitation manuals provided by licensors of third-party software and by equipment manufacturers. Upgrades and revisions to this Documentation shall be provided for the term of the Contract. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If the Contractor maintains its technical, maintenance and installation Documentation on a web site, the Contractor may fulfill the

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obligations set forth in this clause by providing the House access to its web-based Documentation information. The Contractor grants a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished in accordance with the definition of “Government Purpose Rights” in the Clause entitled, “Rights in New Work Product.”

I.7 SOFTWARE VERSIONS APRIL 2013

Unless otherwise mutually agreed to in writing, the Contractor shall, during the term of the Contract, maintain any and all third-party software products at their most current version or, at the House’s option, no more than one (1) version back from the most current version at no additional charge for such Services. However, the Contractor shall not maintain any third-party software versions, including one (1) version back, if any such version would prevent the House from using any software functions, in whole or in part, in accordance with applicable specifications for the then-current version of the system/solution or would cause deficiencies in the system/solution. Any additional costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such product’s maintenance agreement shall be charged to and paid for by the Contractor.

I.8 USE OF HARDWARE OR SOFTWARE MONITORING APRIL 2013

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

I.9 TECHNOLOGY ENHANCEMENT APRIL 2013

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

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

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reliability and overall system/solution performance while providing some additional benefit or advantage to the House.

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

I.10 SELF-HOSTING OPTION APRIL 2013

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

I.11 SERVICE LEVEL AGREEMENTS APRIL 2013

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

I.12 MEDIA SANITIZATION – FAX AND COPY MACHINES FEBRUARY 2015

- a. Definitions. The definitions of "destroying" and "purging" as used herein shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology's Guidelines for Media Sanitization*. "Purging" shall include degaussing, when applicable.
- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House for any purpose (including deinstall/reinstall, repair or parts replacement, troubleshooting or

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staging), the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in the Contractor's possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.

- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in the Contractor's possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iv) for internal and external hard drives, server hard drives and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed; and (v) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

I.13 CONCESSIONAIRE TERMS AND CONDITIONS APRIL 2013

- a. No Appropriated Funds. No appropriated funds of the United States shall become due, or be paid, the Contractor (Concessionaire) under this Contract
- b. Concession Fee. In exchange for the House granting the Contractor a concession to operate the House Staff Fitness Center at G2-23 Rayburn HOB and providing sufficient quantities of space, heat, water and electricity for the Contractor's reasonable needs, the Contractor shall pay the House according to Section C.6 and the House shall pay the Contractor according to Section C.7.

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- c. Payment. The Contractor shall pay the House by check payable to the order of the U.S. Treasury.
- d. Hours. Unless otherwise required by the House, on all days other than weekends and Federal holidays, the Contractor shall operate the concession during the hours as designated by the COR or the Contracting Officer.
- e. Quality. The Contractor shall provide products and/or services of a quality satisfactory to the Contracting Officer. Additionally, the Contractor shall maintain the concession area in a clean, orderly, secure, safe, and sanitary condition to the satisfaction of the Contracting Officer.
- f. Employees. The Contractor shall employ only individuals meeting the health standards prescribed by law or regulation pertaining to the jobs for which they are hired. Employees must be trained for the efficient performance of the work covered by this Contract. Employees must give prompt and courteous treatment to customers. Employees must be neatly dressed and meticulous in their personal grooming at all times. The Contractor must remove from employment any employee at the request of the Contracting Officer if, in the opinion of the Contracting Officer, the employee interferes with the proper performance of this Contract.
- g. Release of Liability. The Contractor agrees to release the House or the U.S. Government from any and all liability for loss or damage to property and merchandise used by the Contractor in the operation of the concession due to theft, fire, storm, flood, and damage or destruction through any force of nature or otherwise.
- h. Taxes. The Contractor shall comply with all Federal, State and local laws, rules, ordinances and regulations relating to public health or applicable to the work performed under this Contract; assume complete and sole liability for all Federal, state, and local taxes applicable to the licensing, property, income, and transactions of the concession, and where required by applicable laws and regulations, shall collect and remit applicable sales taxes. Sales taxes will be excluded from the computation of gross receipts in the determination of the concession fee payable to the House. The Contractor warrants that the amount payable to the House has not been reduced by the amount of any tax or duty from which the Contractor is exempt. If such tax or duty has been included in the pricing or consideration through error or otherwise, the concession fee shall be correspondingly adjusted. If for any reason after the Contract date the Contract pricing or other consideration changes, the concession fee shall be correspondingly adjusted.
- i. Telecommunication Services. The House will provide telecommunications services, upon request, at the Contractor's expense.
- j. Parking. The House will not guarantee parking to the Contractor or any of its employees or subcontractors.

I.14 QUALITY ASSURANCE SURVEILLANCE APRIL 2013
PLAN

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

I.15 VENDOR PERFORMANCE EVALUATION APRIL 2013

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

I.16 CONSTITUTIONAL PROTECTION AGAINST NOVEMBER 2018 COMPELLED DISCLOSURE

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

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

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SECTION J – ATTACHMENTS

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

K.5

RESPONSIBILITY CERTIFICATION

APRIL 2013

- a. The Offeror certifies that it is an ongoing business concern regularly engaged in the type of business covered by the specifications set forth in this solicitation. To the best of its knowledge and belief, the Offeror and/or any of its principals certify they:
 - i. ☐ are, ☐ are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for the award of a Federal government contract;
 - ii. ☐ have, ☐ have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a Federal, state or local government contract or subcontract; (2) the violation of Federal or state antitrust statutes relating to the submission of offers; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
 - 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

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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]

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]

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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/). Check whichever applies:

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

K.12 CERTIFICATION OF TRAINING APRIL 2018

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

K.13 SIGNATURE APRIL 2013

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

NAME OF OFFEROR	DATE	PRINTED	NAME	OF	PERSON
AUTHORIZED TO SIGN					

SIGNATURE OF PERSON AUTHORIZED TO SIGN	TITLE OF PERSON AUTHORIZED TO SIGN
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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1

CONTENT OF PROPOSALS

APRIL 2013

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the rating sheets used during the evaluation will parallel the order of requirements specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, 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 provide a proposed price which will address all requirements.
- 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:

- i. *Technical Approach*. The Offeror should provide a technical response including task detail as required by the Statement of Work. The technical approach response must comply with and follow the sequencing of requirements as listed in Section C – Statement of Work.
- ii. *Management Approach*. The Offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the Statement of Work. As a guide, the approach shall include, as a minimum, the following:
 1. demonstrated methodology for performing the tasks as contained in the Statement of Work;
 2. management approach to track the delivery of products and services related to this contract and to work with the COR and staff; and
 3. method of reporting of work performance on an accurate and objective basis and identification of problems or issues as early as possible.

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- iii. *Corporate Capabilities.* The Offeror shall provide organization charts showing the chain of command of supervision and management staff proposed for the contract.

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

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

- iv. *Past Performance.* The Offeror shall provide references for three (3) current or recent (within three (3) years) customers and three past customers, preferably in another government agency. List the agency name and address, name and title of the client contact, telephone number, description of contract deliverables, performance periods and type of contractual arrangements (*e.g.*, percentage of sales, fixed price, time and materials, etc.).

L.2

SUBMISSION OF PROPOSALS

APRIL 2013

- a. Offerors shall submit all proposal documents in electronic format using MS Word, Excel, or a searchable PDF by e-mail to the address specified below. The subject of the e-mail should include the name of the Offeror and the solicitation number. The e-mail shall not exceed 10MB in size. In the event that the proposal exceeds 10 MB, the Offeror may submit more than one e-mail, provided that all e-mails associated with an Offeror's proposal are received no later than the time and date specified. The proposal shall satisfy the terms of the solicitation and be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House's requirements. It is the Offeror's responsibility to read, understand and comply with all solicitation instructions.
- b. Proposals must be received by the addressee by the time and date specified in Block 9 of the Solicitation and Offer form, page one of the solicitation.

For proposals submitted via e-mail, please use the following e-mail address:
kevin.morris@mail.house.gov

- c. If required, Offerors must submit one hard copy of all proposal documents within five days after close of the solicitation. The proposal packages shall be sealed in a suitable container, and all containers shall clearly identify the firm name/address and the solicitation number. Proposals shall be submitted to the address shown on the Solicitation and Offer form (Cover Sheet).

L.3

LATE SUBMISSIONS AND REVISION OF APRIL 2013 PROPOSALS

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

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

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

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: **January 21, 2022** by 2 PM EST

The primary contact for all communications and questions is:

Mr. Kevin Morris
Kevin.morris@mail.house.gov
 202-226-2303
 Contracts Specialist

Secondary contact
 Mr. Ryan Moran
Ryan.moran@mail.house.gov
 202-226-2268

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Pre-proposal conference:

The House will host a pre-proposal conference/site-visit on Tuesday, January 14, 2022. Based on the number of attendees, there will be pre-determined groups. Group 1 will commence at 10:00 a.m. Group 2 will commence at 11:30 a.m, followed by Group 3, etc if needed. The Offeror will be limited to no more than two (2) attendees. Each group size will be limited to six (6) attendees. Group preference will be on a first come, first served basis. Attendees must meet at the South Capitol entrance. Attendees must register with the Contracts Specialist and the Director of Service Contracts Management by 2:00 pm EST on January 4, 2022. Registrations are to be submitted to kevin.morris@mail.house.gov and frederick.leiby@mail.house.gov . Visitor parking passes will not be available. Given the ongoing COVID pandemic & security posture, this pre-proposal conference/site-visit is subject to change to a virtual meeting.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

APRIL 2013

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

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

(b) mark each sheet of data to be restricted with the following legend:

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

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS FOR AWARD APRIL 2013

- a. Proposals will be evaluated based on the following evaluation factors:
- i. technical approach;
 - ii. management approach;
 - iii. corporate capabilities;
 - iv. past performance; and
 - v. price.
- b. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach.
- c. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable and affordable, but may also be evaluated to determine if the pricing is realistic and reflects an understanding of the requirements. The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

M.2 BASIS FOR AWARD APRIL 2013

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

M.3 CONTRACT AWARD APRIL 2013

- a. The House intends to award one contract resulting from this solicitation to the responsible Offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award." However, the House does reserve the right to make multiple awards if it is deemed in the best interest of the House.
- b. The House may:
- i. reject any or all offers, if such action is in its interest;

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- ii. waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award without discussions. Therefore, each initial offer should contain the Offeror's best terms. However, the Contracting Officer reserves the right to conduct discussions if they are later determined to be necessary.
- d. The House will evaluate proposals (or quotations) and determine which are the most highly rated and eligible for inclusion in a competitive range relying on the merits of each offer. The House may further reduce the range for purposes of efficiency.
- e. No assumptions or deviations from the House Terms and Conditions or the Clauses found within the solicitation will be accepted. Any proposal with assumptions and/or deviations to the terms and conditions is deemed non-responsive to the solicitation and will receive no further consideration.
- f. The Government reserves the right to utilize any and all sources to include past performance and financial information available to the House of Representatives above and beyond any references provided in your response to this request for proposals. This includes information that may be provided to the Contractor Performance Assessment Reporting System, Dun and Bradstreet, and information provided by other Governmental or Non-Governmental sources that may be pertinent to this acquisition.
- g. The House reserves the right to request a demonstration, conduct interviews and/or oral presentations with one, all or any combination of offerors.