

2. CONTRACT NUMBER	3. SOLICITATION NUMBER OPR11000035	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/25/2012	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY CAO Acquisitions & Contract Management 358 Ford HOB Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2214 ext.	CODE ACM	8. ADDRESS OFFER TO (If other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 2:00 PM local time 07/05/2012
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Kyle Griggs	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 226-0366 EXT.:	C. E-MAIL ADDRESS kyle.griggs@mail.house.gov
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
AREA CODE	NUMBER		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form or by other authorized official written notice.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SECTION B - PRICING MATRIX

See Attachment J.1 - Pricing Matrix

The Contractor shall provide the following services (Technology Services) to the Client in accordance with this Contract (the Contractor must check all that apply):

- a. Correspondence Management Systems Services
- b. Maintenance Services
- c. Systems Administration Services

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

See Attachment J.3 - Statement of Work

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

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

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

The House shall have the right, with reasonable advance notice, to send its representative into areas assigned for the Contractor employees' use at any time for inspection or other purposes approved by the Contracting Officer.

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this Contract. 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. 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 CO. 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.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All facilities utilized by the Contractor in performance of work under this Contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- d. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.
- e. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE MAY 2012

Contract period of performance shall be from award through January 2, 2015, plus one option period of two years, if exercised.

After initial award, the solicitation will remain open for subsequent submission of CMS packages for testing and evaluation and, upon approval, a proposal to provide the respective service for the duration of the then-current Contract period and any available extension as provided in the solicitation. The solicitation will also remain open for the submission of proposals to provide Maintenance and/or Systems Administration services for the duration of the then-current Contract period and any available extension as provided in the solicitation.

The term of this Contract shall commence as of the Effective Date and end on the last day of the 113th Congress, unless and until terminated or extended in accordance with the provisions hereof.

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

The House may unilaterally extend the term of this Contract up to one (1) time for a period of 24 months. Preliminary written notice to the Contractor of the House's intention to exercise this option will be at least 30 days before the Contract expires. The preliminary notice does not commit the House to an extension. The House and the Contractor may mutually agree to further extension(s).

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this Contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

- a. Suspension of a Contractor temporarily disqualifies that Contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The Contracting Officer initiates suspensions.
 - 1) When the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the firm immediately by certified mail, return receipt requested:
 - i. That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
 - ii. That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
 - iii. Of the cause(s) relied upon for imposing suspension;
 - iv. Of the extent and effect of the suspension; and
 - v. That, within 30 days after receipt of the notice of suspension, the Contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
 - 2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
 - 3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

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- b. Debarment refers to action by the CAO to exclude a Contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- 1) Upon conclusion of the investigation resulting from a suspension, if the Contracting Officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
 - 2) A notice of proposed debarment shall be issued by the Contracting Officer advising the Contractor and any specifically named affiliates, by certified mail, return receipt requested:
 - i. That debarment is being considered;
 - ii. 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;
 - iii. Of the cause(s) relied upon for proposing debarment;
 - iv. Within 30 days after receipt of the notice, the Contractor or its representative may submit to the CAO, in writing through the Contracting Officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
 - v. Of the effect of the issuance of the notice of proposed debarment; and
 - vi. Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the Contracting Officer shall give the Contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- 1) Referring to the notice of proposed debarment;
 - 2) Specifying the reasons for debarment;
 - 3) Stating the period of debarment, including effective dates; and
 - 4) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the Contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the Contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 LIQUIDATED AND PERFORMANCE DAMAGES MAY 2012

- a. General. If the Contractor fails to comply with this Contract or Client Work Order, or perform the services specified in this Contract or any extension, the House may terminate this Contract under the termination clause of the Contract. The Contractor shall be liable for fixed, agreed and liquidated damages as provided for in this Section, 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 Client for the applicable service(s) provided, multiplied by the number of days of service disruption. The House may also obtain payment equal to the costs incurred by the Client 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 Client of the new plan, if higher than the billing rate of the non-performing and/or non-compliant Contractor.
- c. Other Payments. The House and the Client may delay or deny requests or directives for payments to the Contractor for (i) installation of a CMS Package, (ii) the delivery of or support of a workstation or server, (iii) installation of Software, or (iv) any Significant Change, if the Work Product has not successfully passed an audit pursuant to this Contract. If the Contractor fails to comply with this Contract or a Client Work Order, the House or the Client may, in addition to any other remedies specified in this Contract, or available under applicable law, delay or deny payment.
- d. Certain Uncontrollable Events. Notwithstanding any of the foregoing statements in this section, a party shall not be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control and without fault or negligence of the Contractor (but excluding delays caused by employees, agents of subcontractors of the Contractor), including a lapse in funding of appropriations for the House.

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C., and House District Offices.

F.7 US FEDERAL GOVERNMENT HOLIDAY SCHEDULE

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

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

The federal holiday schedule may be found on the following Web site -- <http://www.opm.gov/fedhol>.

F.8 TERMINATION

MAY 2012

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

- a. For Default: The CO may terminate this Contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this Contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.
- b. For Convenience: The House shall have the right to terminate this Contract, in whole or in part, at any time, with 30 days written notice to the Contractor.
- c. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with the terms and conditions of the Contract. Contractor may claim only properly supported out-of-pocket costs, plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.
- d. Upon termination (including expiration) the Contractor shall:
 - 1) Surrender all identification/access passes, decals, keys, SecurIDs, Active Directory accounts, House data, etc., issued/provided by the House, for all Contractor representatives and employees on the effective date to COR.
 - 2) Complete satisfactory settlement of all customer complaints and claims.
 - 3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
 - 4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the House and ordinary wear and tear excepted, on the effective date.
 - 5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and at Contractor's expense. If the Contractor fails to act, this Contract authorizes the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and, out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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- e. Automatic Termination of Client Work Orders and Integrated Agreements. Any and all Client Work Orders and Integrated Agreements shall automatically terminate without notice upon: (i) the termination of this Contract; or (ii) the completion of each term of Congress, unless otherwise superseded by the procedures set forth in the Committee on House Administration Congress Transition Policies.

- f. Termination by Client of Client Work Order. The Client may terminate a Client Work Order at any time in the discretion of the Client with written notice to the Contractor and the CO. It is recommended for Clients to terminate (i) CMS Services with thirty (30) days' prior written notice to the Contractor and the CO, and (ii) Maintenance Services and/or Systems Administration Services with fifteen (15) days' prior written notice to the Contractor and the CO. In the event of a termination, the Contractor (A) may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures; and (B) shall promptly deliver to the Client all relevant Work Product (as defined in the Statement of Work) that exists on the effective termination date.

- g. Automatic Expiration of Integrated Agreements upon Completion of Technology Services. The Client Work Order shall automatically expire upon completion of the Technology Services (as determined by the Client or the CO) set forth in each Client Work Order.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 LIMITATIONS AND APPROVAL OF SUBCONTRACTORS

The House reserves the right to review and reject personnel proposed by the Contractor (including consultants and subcontractors) for utilization under this Contract. The Contractor shall provide all stated and implied information regarding the qualifications of any personnel that the Contractor intends to utilize in the performance of this Contract.

The Contractor shall insert all clauses in all subcontracts and request and receive approval in writing from the CO prior to subcontracting performance of any part of this Contract on or off site.

G.2 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005

- a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this Contract, with the specific responsibilities of Authorized House Representatives listed below. Contract 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 Quality Assurance or Performance-Based Surveillance Plan, if applicable.
- b. It shall be the responsibility of the Contracting Officer's (CO) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES APRIL 2012

a. Contracting Officer:

CAO Acquisitions Management
Room 358 Ford House Office Building
U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921
Fax: (202) 226-2214

- 1) Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this Contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this Contract.
- 2) The Contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this Contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this Contract.
- 3) The CO is the only person authorized to approve changes under this Contract and, notwithstanding provisions contained elsewhere in the Contract, said authority remains solely with the CO. In the event the Contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the Contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

AS DESIGNATED BY THE CO.

- 1) The COR, appointed by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this Contract; acting as the

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Contracting Officer in charge of work at the site; ensuring compliance with the Contract requirements insofar as the work is concerned; advising the Contracting Officer and Contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the Contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the Contract or direct the Contractor to perform services outside of the scope of the Contract.

2) Additional responsibilities of the COR are as follows:

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

c. Contract Administrator (Contract Specialist):

AS DESIGNATED BY THE CO.

The Contract Administrator (Contract Specialist) prepares all modifications to the Contract, maintains the official Contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or Contractor on behalf of the CO.

G.4 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005

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

Name, Title, Mailing Address, Phone Number, Fax Number, E-mail Address.

- b. The ACR shall provide periodic status reports to the COR as requested. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the Contract.
- c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this Contract. Such notice may be provided verbally to the COR and Contracting Officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the Contractor proposes to mitigate the delay. This notification does not relieve the Contractor of its obligation to meet the delivery and/or performance requirements of this Contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this Contract.
- d. **Notices.** Unless otherwise specified in this Contract, any notices in connection with this Contract may be given by either party to the other by personal delivery, e-mail or facsimile. Notices will be deemed communicated as of actual receipt. A party may change its name, e-mail, phone or facsimile by giving written notice thereof to the other party in conformity with the foregoing.

If to the Contractor:

Name: _____
E-mail: _____
Phone: _____
Facsimile: _____

If to the CAO:

Name: _____
E-mail: _____
Phone: _____
Facsimile: _____

G.5 HC.7.009 KEY PERSONNEL FEBRUARY 2005

- a. The Contractor shall assign key personnel by name and title who will provide the services to the House in connection with this Contract. At a minimum, the Contractor shall designate an on-site manager and a program manager as key personnel.
- b. The following information shall be provided for each key person identified by the Contractor: name, title, telephone number, and e-mail address.

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- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this Contract as key personnel are subject to approval of the CO. The Contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the Contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from Contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage (or subsequent replacement). The CO will notify the Contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.6 HC.7.010 POST AWARD CONFERENCE FEBRUARY 2005

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.7 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the Contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the Contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the Contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this Contract up to and including termination.

G.8 HC.7.025 RELEASE OF CLAIMS FEBRUARY 2005

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

G.9 INVOICES MAY 2012

- a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the House Web site at www.house.gov/content/vendors/accounting for appropriate forms or call the EFT Help Line at 202-226-2277.
- b. A proper invoice, unless otherwise required by the Statement of Work, shall minimally include:
- 1) Contractor Name, Address, and Phone Number
 - 2) Name of Contractor Point of Contact
 - 3) House Contract Number
 - 4) Task/Delivery/Work Order Number and Client Office Name (as appropriate)
 - 5) Invoice Number and Invoice Date
 - 6) Invoice Page Number (each page of an Invoice shall minimally also contain the Contractor Firm name, the invoice number, and the invoice date)
- c. And, for each deliverable included on the invoice:

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- 1) Contract Line Item Number (CLIN)
 - 2) Period of Performance
 - 3) Brief Description of Item; Service Provided; Quantity Delivered; Unit Price; Extended Price
 - 4) Total Price of all deliverables contained on Invoice
 - 5) Payment Terms, if appropriate (Example: 2% 10 - Net 30)
- d. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
 - e. The House is exempt from the Prompt Payment Act.
 - f. UNLESS OTHERWISE PROVIDED BY STATUTE, THE HOUSE IS EXEMPT FROM ALL TAXES, INCLUDING ANY SALES AND USE TAXES.
 - g. The Client shall pay the Contractor all fees in accordance with the applicable Client Work Order and the Contract. The Contractor shall not (i) bill the Client or hold the Client liable for any charges or expenses other than those stated and expressly authorized in this Contract or a Client Work Order, or (ii) request payment for Technology Services not yet rendered to the Client. Notwithstanding the applicable provisions in the Statement of Work, the Contractor may request advance payments for software licenses and maintenance fees. The Contractor may request advance payments for CMS Services one (1) month in advance. Such advance payments must comply with the requirements set forth in the *Members' Congressional Handbook* and the *Committees' Congressional Handbook*. Advance payments are not permitted for custom services. If the Contractor (A) is not in compliance with this Contract and the applicable Client Work Order, and/or (B) does not have "Good Standing Status" as referenced in the Statement of Work, the CAO or the Client may delay or deny a request for payment for Technology Services until the applicable issue is remedied.
 - h. No invoices for non-recurring payments will be paid unless fully executed copies of this Contract, the applicable Client Work Order and, if applicable, any executed Addenda to the Client Work Order have been submitted by the Contractor to the CAO.
 - i. Vouchers, purchase orders and purchase cards shall be vehicles used by the CAO and the Client to process payments to the Contractor for the Technology Services. At the discretion of the CAO, the Contractor may participate in consolidated billing or recurring payment arrangements. Recurring payments will only be made for amounts that are fixed at the time of purchase. Any consolidated billing information provided by the Contractor shall include the invoice number, if applicable, the Client Work Order number and the name of the Client associated with the Client Work Order. The Contractor shall not request any other vehicles for the CAO and the Client to process payments other than by the vehicles specified in this Contract.

G.10 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this Contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.11 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized Contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. Interim monthly (between quarterly) meetings may be via teleconference by mutual agreement. The purpose of the meetings is to review the status reports, performance results, current/outstanding issues, and provide to the Contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating Contract.

G.12 PERFORMANCE MEASUREMENTS

APRIL 2012

- a. The Contractor shall provide performance summary reports acceptable in content and format to the Contracting Officer's Representative (COR). The reports shall be submitted as requested by the COR.
- b. The Contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the Contractor for comment and remediation.

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G.13

AUDITS

APRIL 2012

- a. Compliance with Audits by the CAO. The Contractor shall comply and cooperate with any and all audits performed by the CAO, which may occur at any time. The Contractor acknowledges and understands that passing an audit will not guarantee passage of future audits.
- 1) Findings of Non-Compliance. If an audit performed by the CAO indicates that the Work Product is noncompliant with any requirement specified or referred to in this Contract, the Contractor must cure such noncompliant Work Product at no additional cost to the CAO or to the Client. The non-compliance must be cured within ten (10) Business Days from the date the Contractor is notified by the CAO (Non-compliance Date). In instances when the Contractor requires more time to cure noncompliant Work Product, the Contractor may submit a written request to the CAO for an extension, which extension shall be at the sole discretion of the CAO.
 - 2) Failure to Maintain Good Standing Status. If the Contractor fails to cure the noncompliant Work Product within ten (10) Business Days from the Non-compliance Date, or an extended timeframe agreed upon by the Contractor and the CAO, the Contractor shall be deemed not to have “Good Standing Status” under this Contract. Until the CAO determines that the Contractor has cured such noncompliant Work Product and has given notice to the Contractor that it has “Good Standing Status,” the CAO and the Client may delay or deny any payments for such noncompliant Work Product, unless such non-compliance was due to a change in the standards in the Statement of Work that occurred after the Contractor completed the Work Product.
- b. Compliance with Other Audits. The Contractor shall comply and cooperate with any and all audits performed by the House, the Inspector General of the House and any other entity.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

- a. The Contractor shall carry and maintain, during the entire period of performance under this Contract, the following:
 - 1) Workers' compensation and employee's liability insurance: minimum \$500,000 per incident.
 - 2) Automobile (vehicle) general liability insurance: minimum \$1 million combined single limit.
 - 3) Comprehensive general liability: minimum of \$1 million per occurrence, \$2 million aggregate.
 - 4) Professional liability.
 - 5) Other insurance as directed by the Contracting Officer.
- b. The Contractor shall maintain insurance limits for a period of one (1) year following Contract completion.
- c. The Contractor must ensure that a Certification of Insurance is submitted to the CO annually, with a copy to the COR. The Contractor is also responsible of notifying the CO and COR of any change or cancellation of such insurance within 30 days of the adjustment. Such notification must include the House Contract number or purchase, delivery, or task order number.
- d. The insurance policies shall include a waiver of subrogation clause as follows: It is agreed that in no event shall this insurance company have any right of recovery against members, employees, representatives, or agents of the United States government and the United States House of Representatives.
- e. The Contractor hereby indemnifies, releases and holds harmless the United States government, the United States House of Representatives, and all agents of the United States government and the United States House of Representatives, for and against any and all losses, damages, claims and liabilities arising out of any loss, theft, damage or destruction of equipment, tools, materials as supplies owned or rented by Contractor, regardless of existence or limits of coverage, even if caused by an act or omission of all members, employees, representatives, or agents of the United States government and the United States House of Representatives.

H.2 IDENTIFICATION BADGES

MAY 2012

- a. Access. If unescorted access is required outside of normal public building visitor hours, or as determined by the COR, new Contractor employees and subcontractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee enters on duty. Public building visitor hours are Monday to Friday 7 am to 7 pm, and Saturday 7 am to 1 pm, excluding Federal holidays. House identification badges will not be issued to a Contractor employee or subcontractor employee unless the Capitol Police forms for a background check (CP-491 or equal) are submitted and approved.
- b. Return Policy. Contractor shall ensure that each Contractor employee and subcontractor employee surrenders his or her House identification/access pass to the COR upon termination of employment or when that employee's performance is no longer required under this Contract. Failure of Contractor, Contractor employee or subcontractor employee to comply with this obligation will result in a fee of \$100 per week per pass to be paid by Contractor.
- c. Final Payment. Final payment will not be made under this Contract until all House identification/access passes that were issued under this Contract have been returned or properly accounted for with the CAO Human Resources Department.

H.3 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2012

- a. General. The U.S. Capitol Police will screen all Contractor employees and subcontractor employees working on this Contract who have access to House facilities or House Sensitive Information in the performance of this Contract. The Contracting Officer's Representative ("COR") will provide 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.

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- b. Fingerprinting. Prior to working on this Contract, each Contractor employee and subcontractor employee working on this Contract who have access to House facilities or House Sensitive Information in the performance of this Contract, shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources Department, which 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 Capitol Police from work under this Contract.
- c. Frequency. All Contractor employees and subcontractor employees working on this Contract who have access to House facilities or House Sensitive Information are required to be cleared by the Capitol Police every three (3) years. Additional background checks may be conducted on Contractor employees and subcontractor employees at any time as warranted.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

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

H.5 ADVERTISING/PROMOTIONAL MATERIALS MAY 2012

- a. The Contractor, by signing the Contract, agrees to submit any proposed advertising, 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 issued by the Contractor pertaining to this Contract or mention of the House as a customer shall be made without prior written approval of the CO. This restriction applies to ALL media including corporate and social web sites.
- b. The Contractor shall not use the House seal under any circumstances whatsoever in any of its materials.

H.6 NON-DISCLOSURE AGREEMENT APRIL 2012

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this Contract shall sign a "Non-Disclosure Agreement (Technology Services)," (see Attachment J.2). The form(s) must be completed prior to commencing work. The Non-Disclosure Agreement states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.7 DATA OWNERSHIP/TRANSFER/ACCESS MAY 2012

- a. Client Data. "Client Data" means all Client data stored, processed or accessed by the Contractor in connection with the provision of Technology Services to the Client. All Client Data is and shall remain the property of the Client and shall be deemed Confidential Information of the Client. Except with the prior written consent of the Client, Client Data shall not be (i) used by the Contractor other than in connection with providing Technology Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by the Contractor, (iii) commercially exploited by or on behalf of the Contractor, or (iv) allowed by the Contractor to be used or disclosed for any such purpose by third parties. Upon the termination of this Contract, or upon the request of the Client, the Contractor shall (A) at the Client's expense, promptly return to the Client, in the format and on the media requested by the Client, all Client Data, and (B) erase or destroy all Client Data in the Contractor's possession. Parties agree that access to or release of such information shall be governed by the laws applicable to the House. The Contractor agrees to notify the House immediately if anyone requests any access to House information, including Freedom of Information Act (FOIA) requests, and further agrees not to provide access to or release any information without prior written approval by the CO.
- b. Work Product. Except as provided in the Contract, the Client shall be the exclusive owner of all right, title and interest in and to the Work Product, including Client Customizations, together with all related documentation and all intellectual property rights therein, and the Contractor hereby assigns to the Client all right, title and interest therein. "Client Customizations" means Software and other Work Product developed by the Contractor hereunder that are not Contractor Customizations. Nothing herein shall be construed as granting the Contractor any rights in any of the foregoing, other than as expressly provided in a Client Work

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Order. The Contractor shall, at the request of the Client, perform any acts that the Client may reasonably deem necessary or desirable to evidence or confirm the Client's ownership interest in the Work Product, and intellectual property rights therein.

- c. Contractor Ownership. The Contractor shall be the exclusive owner of all right, title and interest in and to all (i) Technology Services Software, and (ii) Contractor Customizations, together with all related documentation and intellectual property rights therein.
- d. Pre-Existing Rights License. The Contractor hereby grants to the Client an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license under all of the Contractor Pre-Existing Rights (as defined in the Statement of Work) included in the Work Product, to prepare, compile, install, make, use, execute, access, reproduce, modify and/or adapt the Contractor Pre-Existing Rights in connection with the use and operation of the Work Product, including Client Customizations, but excluding Contractor Customizations. The license granted hereunder shall include the right of the Client to grant to third parties engaged by the Client the right to do any of the foregoing, provided that such third parties use the Contractor Pre-Existing Rights solely in connection with the use of the Work Product. Unless otherwise specified in any Client Work Order, the Contractor shall own all right, title and interest in and to all Contractor Pre-Existing Rights.
- e. Subsequent Third Party Engagements. The Client hereby grants to the Contractor an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to use such Work Product in connection with subsequent third party engagements by the Contractor, provided that all House Sensitive Information (as defined in H.8) of the Client is removed therefrom.

H.8 INFORMATION SECURITY MAY 2012

- a. Compliance. All Contractor 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 House Information Security Policies ("HISPOLS"), House Information Security Publications ("HIS PUBS") and House Information Security Standards.
- b. System Servers. All system servers of Contractor and its subcontractors must receive security certification from the Information Systems Security Office prior to integration within the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Information Systems Security Office.
- c. House Sensitive Information. Contractor, its employees, and subcontractors must not disclose any "House Sensitive Information" obtained under this Contract. As used herein, and subject to the specific exclusions below, "House Sensitive Information" means (i) all information related to this Contract, the CAO, the Client and the House, (ii) all information collected, stored, processed, or otherwise accessed by Contractor in performing this Contract, (iii) all other information that is of such nature that a reasonable person would understand such information to be House Sensitive Information to the CAO or the House. House Sensitive 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, in which case Contractor shall give prompt notice to the Contracting Officer of such a disclosure.
- d. Return of House Sensitive Information. Upon the request of the Client or the CAO, or in any event promptly upon the termination of this Contract and/or, as applicable, the expiration or termination of a Client Work Order, all House Sensitive Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the Client or the CAO, destroyed, and the Contractor shall certify that it does not retain such House Sensitive Information.
- e. Non-Disclosure Agreement. Contractor employees and subcontractor employees with access to House Sensitive Information shall sign a "Non-Disclosure Agreement" (available on www.house.gov) prior to the commencement of work under this Contract.

H.9 HC.8.008 WARRANTY JUNE 2001

- a. All warranty rights applicable to House owned equipment shall apply and pass through to any House designated Contractor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The Contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.

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- 1) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.
- 2) For equipment that has not been covered under a maintenance agreement/Contract since the end of its warranty period, the Contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the Contractor's published time and materials rates or as may otherwise be negotiated under this Contract. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

H.10 COMPLIANCE WITH EMERGENCY PROCEDURES MAY 2012

Contractor agrees to (a) instruct its employees and subcontractors working in House facilities on 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.11 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the Contractor. Travel of local (Washington, DC area) Contractors to District Offices shall be reimbursed only if approved in advance in writing and in accordance with Federal Travel Regulations.

H.12 CONTRACT TYPE - IDIQ APRIL 2012

This is an Indefinite Delivery/Indefinite Quantity Contract, applying established fixed rates for services on individual work orders to be issued. Work Orders issued will be Time and Material or Firm Fixed Price. See Client Work form attachment J.10

H.13 NON-WAIVER AND SEVERABILITY APRIL 2012

The failure by one party to require performance of any provisions shall not affect the party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default of a waiver of the provision itself. If any term or other provision of this Contract or associated Client Work Orders is invalid, illegal or incapable of being enforced by any rule of law or public policy, such term or provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Contract or associated Client Work Orders.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The Contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.2 GOVERNING LAW AND VENUE APRIL 2012

This Contract shall be governed by and construed in accordance with the rules and regulations of the House and all applicable statutes regarding performance and any dispute arising therefrom. The parties hereby consent to the exclusive jurisdiction of the Federal courts located in the District of Columbia, and expressly waive any objections or defenses based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to this Contract.

I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within thirty (30) calendar days from the receipt of such copy, the Contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The Contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the CO's decision.

I.4 AVAILABILITY OF FUNDS MAY 2012

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 arises before the funds are made available to the designated Contracting Officer of the Office of the Chief Administrative Officer of the House through an Appropriations Act for House operations.

I.5 ORDER OF PRECEDENCE MAY 2012

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (a) Statement of Work; (b) Client Work Order; and (c) other provisions of this Contract, whether incorporated by reference or otherwise.

I.6 HC.9.009 COMPLIANCE WITH ALL LAWS JUNE 2002

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

I.7 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002

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

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I.8 INDEMNIFICATION APRIL 2012

The Contractor agrees to indemnify and hold harmless the CAO, the Client, the House, and the officers, employees and agents of the CAO, the Client and the House, from and against any and all lawsuits, claims, damages, losses, liabilities and expenses, including court costs and reasonable fees and expenses of attorneys and other professionals (collectively, “Losses”), including any Losses arising out of or resulting from: (a) any third party claim against the CAO and/or the Client and/or the House for patent, copyright, trademark or other intellectual property right infringement; (b) any action by a third party that is based on any negligent act or omission or willful conduct of the Contractor or officers, employees or agents of the Contractor and which results in (i) any bodily injury, sickness, disease or death, (ii) any injury or destruction to tangible or intangible property, or (iii) any violation of any statute, ordinance or regulation; and (c) any breach or alleged breach by the Contractor of this Contract.

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

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

The Contractor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under this Contract without the prior written consent of the CAO and the Client, and any such assignment shall be void. Without limiting the foregoing sentence, the Contractor shall provide thirty (30) days' prior written notice to the Client and the CAO in the event of any sale to a third party of (a) all or substantially all of the assets of the Contractor or its successors or assigns, or (b) sufficient stock of the Contractor to its successors to effect a change in control of the Contractor or its successors or assigns.

I.10 HC.9.013 GRATUITIES JUNE 2002

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

I.11 HC.9.014 ASSIGNMENT JUNE 2002

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

I.12 HC.9.015 HOUSE RULES MAY 2002

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

I.13 BUY AMERICAN MAY 2012

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

- a. As used in this clause and the clause of this solicitation entitled “Buy American Act Certification,” the following definitions apply:
 - i. “Component” means an article, material or supply incorporated directly into an end product.

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

I.14 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this Contract, shall constitute a change under this Contract.
- b. The Contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this Contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this Contract and, notwithstanding provisions contained elsewhere in this Contract, said authority remains solely with the CO. In the event the Contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the Contract to cover any increase in charges incurred as a result thereof.

I.15 EMPLOYMENT ELIGIBILITY VERIFICATION APRIL 2012

- a. *Definitions.* As used in this clause:

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

- 1) Normally performs support work, such as indirect or overhead functions; and
- 2) Does not perform any substantial duties applicable to the Contract.

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

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

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

- b. *Enrollment and verification requirements.*

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- 1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of Contract award, the Contractor shall
 - a) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of Contract award;
 - b) *Verify all new employees.* Within 60 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within 3 business days after the date of hire; and
 - c) *Verify employees assigned to the Contract.* For each employee assigned to the Contract, initiate verification within 60 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the Contract, whichever date is later.

- 2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of Contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
 - a) *All new employees.*
 - i. *Enrolled 60 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within 3 business days after the date of hire; or
 - ii. *Enrolled less than 60 calendar days.* Within 60 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within 3 business days after the date of hire; or
 - b) *Employees assigned to the Contract.* For each employee assigned to the Contract, the Contractor shall initiate verification within 60 calendar days after date of Contract award or within 30 days after assignment to the Contract, whichever date is later.

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

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

- d. *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 - 1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program; or
 - 2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual.

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

I.16

ENTIRE AGREEMENT

APRIL 2012

- a. This Contract constitutes the entire Contract and understanding of the parties and supersedes all previous versions of this Contract, prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The parties acknowledge and agree that each Integrated Agreement (as defined in the Statement of Work) shall constitute a separate agreement among the parties and the applicable Client. No amendment, change or modification to this Contract shall be effective or enforceable unless it is in writing and signed by the House and the Contractor.

- b. Provisions in this Contract regarding payment, termination, limitations of liability, confidentiality, severability and waivers, and any other provision that by its nature should survive, shall survive upon expiration or termination of this Contract.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- J.1 Pricing Matrix (5-8-12)
- J.2 Non-Disclosure Agreement - Technology Services (1-27-12)
- J.3 Statement of Work (5-17-2012)
- J.4 Minimum Standards for Supported Equipment (October 2011)
- J.5 Supported Software List (October 2011)
- J.6 Technology Support Policy on Significant Changes (V1.1 2/13/12)
- J.7 Standards for New Purchases of Computer-Related Equipment (October 2011)
- J.8 Ford Data Center Request Form (Undated)
- J.9 Data Center Memorandum of Understanding (July 12-2011)
- J.10 Client Work Order - Technology Services (5-17-12)
- J.11 Technology Support Policy for Management of Vendor Access to House Resources v1.2 5-9-12
- J.12 Index of Supplemental Documents Incorporated by Reference, available upon request and submission of Non-Disclosure Agreement:
 - A. Basic and Advanced Features for House Correspondence Management Systems
 - B. CMS Full Evaluation Process
 - C. CMS Partial Evaluation Process
 - D. CMS In-Office Evaluation Process
 - E. House Information Resources CMS Data Interchange Standard
 - F. House XML Tag Set
 - G. House Information Security Policies and Publications (HISPOLs)
 - H. Committee on House Administration Transition Policies
- J.13 Index of Supplemental Documents Incorporated by Reference, available on House Web site: www.house.gov.
 - A. Rules of the House of Representatives
 - B. House Ethics Manual
 - C. Members' Congressional Handbook
 - D. Committees' Congressional Handbook

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

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, corporations or other business combinations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to ensure satisfactory completion of the Contract, and who have established a satisfactory record of past performance on the same or similar type of work. Offerors shall, if requested by the CO, promptly furnish any information that the CO may consider necessary to establish their competency for the work.

Offeror certifies by submission of this proposal that it has not publicly or privately colluded with any other Offeror to fix prices or conditions of the Offer or resultant Contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

- a. The Contractor shall furnish the company's Dun and Bradstreet (DUNS) number. In the event that insufficient information is available through Dun and Bradstreet to make a full assessment and determination of the Contractor's financial strength and standing, the House reserves the right to obtain audited financial statements for the most recent three (3) years for which audited financial statements exist. If the Contractor does not possess audited financial statements, the Contractor may submit copies of Balance Sheets, Profit and Loss Statements, and tax returns for the same period.
- b. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - 1) An Offeror may obtain a DUNS number-
 - a) Via the Internet at <http://fedgov.dnb.com/webform> or if the Offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - b) If located outside the United States, by contacting the local Dun and Bradstreet office. The Offeror should indicate that it is an Offeror for a U.S. Government Contract when contacting the local Dun and Bradstreet office.
 - 2) The Offeror should be prepared to provide the following information:
 - a) Company legal business;
 - b) Tradestyle, doing business, or other name by which your entity is commonly recognized;
 - c) Company Physical Street Address, City, State, and ZIP Code;
 - d) Company Mailing Address, City, State and ZIP Code (if separate from physical);
 - e) Company Telephone Number;
 - f) Date the company was started;
 - g) Number of employees at your location;
 - h) Chief executive officer/key manager;
 - i) Line of business (industry); and
 - j) Company Headquarters name and address (reporting relationship within your entity).

Enter Offeror's Dun and Bradstreet Number: _____.

K.3 CENTRAL CONTRACTOR REGISTRATION

- a. Prospective Contractors shall be registered in the CCR database (www.ccr.gov) prior to award of a Contract, except for-
 - 1) Purchases that use a Government-wide commercial purchase card as both the purchasing and payment mechanism, as opposed to using the purchase card only as a payment method;
 - 2) Classified Contracts when registration in the CCR database, or use of CCR data, could compromise the safeguarding of classified information or national security;
 - 3) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies.

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4) Contracts to support unusual or compelling needs.

b. Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.

"Registered in the CCR database" means that-

- 1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - 2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- c. 1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any Contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- 2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- d. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- e. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- f. The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the House's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates to its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.
- g. 1) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the Contract), or has transferred the assets used in performing the Contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (a) change the name in the CCR database; (b) comply with the requirements of the House Novation Agreement; and (c) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- 2) If the Contractor fails to comply with the requirements of paragraph (g)(1) of this clause, or fails to perform the agreement at paragraph (g)(1)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the Contract will be considered to be non-responsive and ineligible for award.
- h. Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

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Offeror shall submit with its proposal a Certificate of Insurance demonstrating its compliance with the minimum insurance requirements as defined in Section H. herein.

K.5 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

- a. By submitting a Proposal in response to this solicitation, the Offeror certifies that it is eligible for award of a Contract resulting from this solicitation and that it has not been debarred, suspended or otherwise rendered ineligible for award of a federal government Contract, nor has the Offeror within a three year period preceding this offer, been convicted of or had a civil judgment rendered against it for:
 - 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) Contract or subcontract;
 - 2) Violation of federal or state antitrust statutes relating to the submission of offers; or
 - 3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. The Offeror also certifies that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this provision.
- c. Offerors debarred, suspended, or proposed for debarment are excluded from receiving Contracts, and agencies shall not solicit offers from, award Contracts to, or consent to subcontracts with these Contractors, unless the Contracting Officer determines that there is a compelling reason for such action. Offerors debarred, suspended, or proposed for debarment are also excluded from conducting business with the House as agents or representatives of other Contractors.
- d. Offerors included in the EPLS (Excluded Parties Listing Service - www.epls.gov) as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving Contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. The House shall not solicit offers from, award Contracts to, or consent to subcontracts with these Contractors under those conditions and for that period. The EPLS includes the following:
 - 1) Names and addresses of all Contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule, with cross-references when more than one name is involved in a single action;
 - 2) Name of the agency or other authority taking the action;
 - 3) Cause for the action or other statutory or regulatory authority;
 - 4) Effect of the action;
 - 5) Termination date for each listing;
 - 6) DUNS No.;
 - 7) Social Security Number (SSN), Employer Identification Number (EIN), or other Taxpayer Identification Number (TIN), if available; and
 - 8) Name and telephone number of the agency point of contact for the action.
- e. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties.
- f.
 - (1) After the opening of bids or receipt of proposals, the Contracting Officer shall review the EPLS.
 - (2) Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of bids, and rejected unless the Director, Office of Procurement Management determines in writing that there is a compelling reason to consider the bid.
 - (3) Proposals, quotations, or offers received from any listed Contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed Offeror during a period of ineligibility, unless the Director, Office of Procurement Management determines, in writing, that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Contracting Officer may, but is not required to, consider such proposals, quotations, or offers.
 - (4) Immediately prior to award, the Contracting Officer shall again review the EPLS to ensure that no award is made to a listed Contractor.

K.6 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

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In the event the Offeror receives award of this Contract, the award shall be based on the prices set forth in the Offeror's proposal provided that the House makes the award of the Contract within one hundred twenty (120) calendar days after receipt of the offer.

K.7 HC.11.017 AUTHORIZED COMPANY OFFICIALS AUGUST 2002

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

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
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K.8 BUY AMERICAN ACT CERTIFICATION MAY 2012

- a. This clause applies only if the clause entitled "Buy American," is included in this solicitation.
- 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 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.9 HC.11.019 SIGNATURE AUGUST 2002

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

_____	_____
NAME OF OFFEROR	DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTENT OF PROPOSALS

MAY 2012

The House requires Technology Services in the areas of correspondence management systems and maintenance (Service/Task 1), computer equipment maintenance (Service/Task 2), and systems administration (Service/Task 3) for all Members, Committees, Leadership (MCL) and other offices of the House. This work requires Contractors who have demonstrated experience performing similar work on a comparable scale.

Each proposal shall be sufficiently complete and organized to ensure that a complete evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation process will parallel the order specified in the solicitation. Excessively lengthy or overly extravagant proposals should be avoided. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from consideration. Contractors whose products or capabilities are misrepresented during the solicitation phase, who are subsequently awarded a Contract, shall be subject to the penalty provisions of the Contract.

Legibility, clarity, simplicity, and coherence are very important. Using the instructions provided below and in consideration of the assessment criteria, provide as specifically as possible the actual methodology you propose for accomplishing these requirements. All of the requirements specified in the RFP are mandatory, however you may offer to provide one or more of the three Services/Tasks. By your proposal submission you are representing that your firm will perform all the requirements within schedule specified in the RFP. Do not merely reiterate the solicitation; the proposal should be in your own words consistent with the following format.

Tab 1 - The Contractor shall insert Section A of this solicitation with all required/applicable blocks completed, including Acknowledgement of Amendments as applicable.

Tab 2 - Representations, Certifications and Other Statements of Offerors. The Contractor shall insert Section K completed in its entirety, including financial information as may be required in the absence of requested DUNS number. The requirement for financial information is waived for firms with current House Contracts for services/tasks within the scope of this solicitation.

Tab 3 - Executive Summary. The Executive Summary shall identify the Technology Service being proposed by the Contractor and a summary of the Contractor's experience in providing the service to the same or similar clients. The Executive Summary shall include for each Service/Task offered, a draft of marketing information, including all prices, to be posted to HouseNet (upon award) for Member, Committee, Leadership and other office review and consideration. Simplicity and brevity are very important.

Tab 4 - Technical Approach. The Contractor shall include plans and procedures, including escalation process, proposed to accomplish the Work defined in Section C.

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

Tab 5 - Management Approach. The Contractor shall describe the overall approach and organizational support structure in providing services in accordance with specifications herein. The narrative should propose a staffing plan and discuss the Contractor's approach to meeting the requirements called for in the SOW. The Contractor should identify industry Best Practices they propose to implement and discuss opportunities for working as partners with the House to improve the House environment.

Tab 6 - Price Schedules. The Contractor shall complete Schedule B and submit pricing for each Service offered. The Contractor shall clearly state the basis for the pricing.

Tab 7 - Corporate Capabilities and Past Performance.

- a. The Contractor shall provide (i) a summary of Contractor's organization, (ii) the legal name of the firm, (iii) organizational chart showing the chain of command of supervision and management staff, (iv) proposed Contractor team and qualifications, and (v) certifications held by each team member. The Contractor shall clearly identify which personnel are designated as "Key Personnel"

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under the Contract and provide resumes for each individual. Resumes are limited to four (4) pages each. The Contractor shall provide evidence of pertinent experience and qualifications in conducting similar services as stated in the solicitation.

- b. References. The Contractor shall provide references for three (3) current or recently completed (within the past two years) projects of similar scope and size. No more than one (1) reference shall be for projects that have not yet been completed and at least two (2) shall be for public sector clients. The Evaluation Team, at their discretion, may contact these references, or others, to verify provided information or obtain additional information to aid in assessing capabilities and previous performance. This requirement for references may be waived for firms with current House Contracts for Services within the scope of this solicitation.

Tab 8 - Questions regarding the solicitation and any attached or referenced documents.

Note: The following information is not required for current Contractors providing Technology Services under a Contract issued by the CAO on behalf of the House: (a) financial documentation; (b) references; and (c) past performance.

L.2 SUBMISSIONS MAY 2012

Proposals are due by **2:00 p.m. EST July 5, 2012** and shall not exceed twenty-five (25) pages, excluding financial information and resumes. Offerors shall submit one (1) original copy to the address in Section A.7, and one electronic version in MS Word/Excel or PDF format of the proposal 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 has the qualifications to meet the House's requirements. The proposal shall be sealed in a suitable container, and all containers shall clearly identify the name of the firm and address and the solicitation number. The electronic version shall be emailed to the Contract Administrator (Contract Specialist), jim.caskey@mail.house.gov. The subject line of the email message shall be House Technology Services. All Tabs (1-8 above) shall be separate files within one email. Access to information in any files attached to the response is the responsibility of the submitting party. The House is not responsible for any failure to access information. No HAND CARRIED proposals will be accepted, and facsimile proposals will NOT be accepted. Receipt of the electronic version by email by the due date and time will satisfy the submission deadline requirement. The size limit for emailed proposals is 10 MB. The hard copy shall be shipped by express carrier not later than the due date.

Questions concerning this RFP must be submitted in writing. The deadline for receipt of all questions is **2:00 p.m. June 5, 2012**. Questions must be submitted via email to jim.caskey@mail.house.gov. Questions should reference and be in order of the pertinent Clause, SOW, or Attachment. Questions and answers will be published in an amendment to the solicitation.

A pre-proposal conference will be held on **June 19, 2012**, from **10:00 a.m. to noon** EST. Registration for participation in the pre-proposal conference is required by submitting an e-mail to jim.caskey@mail.house.gov with the name, title, phone number, and email address of the participants. There is a limit of three individuals per Contractor. Upon registration, you will be provided with details of the location for the conference.

L.3 SUBSEQUENT SUBMISSIONS MAY 2012

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

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

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

- a. by signing and returning the amendment,

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

L.5 **RESTRICTION ON DISCLOSURE AND USE OF DATA** MAY 2012

Offerors who include in their proposals 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 to this Offeror 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

MAY 2012

The House intends to make multiple awards to the Offerors whose proposal meets the requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors:

Technical Approach. The Contractor shall demonstrate a clear understanding of the Statement of Work and include plans and procedures proposed to accomplish the Work defined in Section C.

a. CMS Services. The Contractor shall identify system architecture, environment (hosted/non-hosted), technical tools necessary for managing the software, and change/configuration management processes. See additional requirements in Section 6.0 in the Statement of Work.

b. Maintenance Services and Systems Administration Services. The Contractor shall identify change/configuration management processes, technical and management tools necessary for hardware and software maintenance.

Management Approach. The Contractor shall describe the overall approach and organizational support structure in providing services in accordance with specifications herein. The narrative should propose a staffing plan and discuss the Contractor's approach to meeting the requirements called for in the SOW. The Contractor should identify industry Best Practices they propose to implement and discuss opportunities for working as partners with the House to improve the House environment. The evaluation of Management Approach shall include an assessment of:

- a. Ability to respond to changing workload requirements and schedules
- b. Overall approach to provide offered services and support
- c. Clear and simple marketing documents
- d. Escalation process and problem resolution
- e. Effective reporting
- f. Ability to perform the tasks as stated in the SOW

Corporate Capabilities and Past Performance

- a. Contractor's organization
- b. Supervisory and management staff
- c. Contractor's team and qualifications
- d. Training and certifications
- e. Key personnel
- f. Experience and qualifications
- g. Demonstrated financial stability
- h. Evidence that the Contractor has provided similar services for other clients
- i. Capability to complete projects on time and within budget

References

- a. Satisfaction of former clients and overall quality of services represented by the projects described

Note: The following information is not required for current Contractors providing Technology Services under a Contract issued by the CAO on behalf of the House: (a) financial documentation; (b) references; and (c) past performance.

Price. 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.

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- a. Risk Final selection shall be based on the House's perceived risk, which may be inherent in the Contractor's approach, the cost to correct any deficiencies in the Contractor's proposal, the reasonableness, realism and affordability of the Contractor's price, and the best value, as determined solely by the House.
- b. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the Offeror's understanding of the requirements. Pricing should reflect the level of effort for the services provided.

M.2 HC.13.002 CONTRACT AWARD

MAY 2012

- a. The House intends to award multiple Contracts resulting from this solicitation to the responsible Offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award."
- b. The House may:
 - 1) reject any or all offers, if such action is its interest,
 - 2) waive informalities and minor irregularities in offers received.
- c. The House prefers to evaluate proposals and to award Contracts without discussion. Therefore, each initial offer should contain the Offeror's best terms. However, the House reserves the right and is fully prepared to conduct discussions to obtain the most beneficial provision of required services on behalf of Members and other offices.

SECTION B – PRICING MATRIX

Pricing Instructions:

The House is committed to providing Member Offices with quality services at competitive pricing.

- Fixed-Price recurring items shall be priced per month.
- Other Fixed-Price items shall be priced per each unit.
- Time & Materials items shall be priced per hour with fully-burdened rates for labor and scheme for pricing parts, e.g. discount from GSA Schedule or other published (list) prices.
- Each Service/Task should show discount for advance payment when authorized in accordance with House policy and requested.
- Service Level Plans - All price items should show pricing for different levels of service based on ranges of quantity, e.g. number of Offices under work orders, number of components supported, etc. It is up to the vendor to specify the level of service and price proposed for each service level, from lowest to most comprehensive (i.e., Bronze, Silver, Gold and Platinum).
- Offeror must also show the discount to be taken from each task if the Offeror is awarded two or more tasks.

Reference SOW (Attachment J.3) for additional details regarding pricing elements.

Services/Tasks	Comments	Base Period Award - 1/2/15	Option Period 1 1/3/15 – 1/2/17
Task 1 - CMS			
Service Level Plans:			
House Hosted Servers	Server hosted by HIR		
Un-Hosted Server	Vendor maintains server		
Unbundled	Server owned by Client and resides in office but is not maintained by vendor		
Vendor Owned Server	Vendor owns server		
Transition:			
CMS Stand-up			
Other Priced Items:			
Setup Fees			
Data Conversion Fees			
Exit Conversion Fees			
Other			
Task 2 – Maintenance			
Service Level Plans:			
Bronze	Specify price and level of service provided per month		
Silver	Specify price and level of service provided per month		
Gold	Specify price and level of service provided per month		
Platinum	Specify price and level of service provided per month		
Time & Materials	Specify Hourly Rate		
Transition:			
Seated Member Moves			
Departing Member De-install			
Freshman Stand-up			
Other Priced Items:	Specify		
Task 3 – Systems Administration			
Service Level Plans:			
Bronze	Specify price and level of service provided per month		
Silver	Specify price and level of service provided per month		
Gold	Specify price and level of service provided per month		
Platinum	Specify price and level of service provided per month		
Time & Material	Specify Hourly Rate		
Other Priced Items:	Specify		
Additional Pricing Information			
Discount offered – all Tasks	Discount taken from total of Tasks 1-3		
Discount offered – two of three tasks	Discount taken from total of 2 awarded tasks		

**NON-DISCLOSURE AGREEMENT
(Technology Services Vendors)**

This Non-Disclosure Agreement (this “**Agreement**”), dated as of _____, 20__ , is made by and between _____

_____ (the “**Company**”) and The Office of the Chief Administrative Officer of the U.S. House of Representatives (the “**CAO**”). The Company is a prospective offeror of (1) correspondence management system or constituent relationship management software services, (2) computer hardware maintenance services, and/or (3) systems administration support services (collectively, “**Technology Services**”) to one or more offices within the U.S. House of Representatives (the “**House**”). As the contracting officer of the House, the CAO agrees to make available to the Company certain non-public, confidential and proprietary information about the House.

“Confidential Information” means any information disclosed to the Company by the CAO or the House, including, but not limited to: (a) security practices, operational information, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, hardware configuration information, processes, products, product plans, research, services, specifications, software, source code and trade secrets; and (b) any other information designated (orally or in writing) as “confidential,” “proprietary” or of such nature that a reasonable person would understand such information to be confidential to the CAO or the House.

The Company agrees that hereafter it shall (i) treat all Confidential Information confidentially, and (ii) use the Confidential Information solely for the purpose of evaluating the possible procurement of Technology Services (and, if such procurement is made, for the purpose of performing such Technology Services). The Company further agrees to require each of its employees and agents to sign a form that would bind them in writing to protect the confidentiality of such Confidential Information. All documents containing Confidential Information and all copies thereof shall be promptly returned to the CAO upon the CAO’s request.

The Company understands that the CAO may seek any remedy available to it to ensure compliance with this Agreement, including, but not limited to, application for a court order prohibiting the disclosure of Confidential Information and/or disqualification from the solicitation and contracting process. The Company agrees that if the terms and conditions of this Agreement are violated, the Company and its employees and agents may be subject to administrative, civil or criminal action.

**THE OFFICE OF THE CHIEF
ADMINISTRATIVE OFFICER OF
THE U.S. HOUSE OF REPRESENTATIVES**

COMPANY

By:

By:

Name:
Title:

Name:
Title:

U.S. HOUSE OF REPRESENTATIVES**TECHNOLOGY SERVICES****STATEMENT OF WORK****TABLE OF CONTENTS**

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U.S. HOUSE OF REPRESENTATIVES**TECHNOLOGY SERVICES****STATEMENT OF WORK****1.0 Introduction**

The Office of the Chief Administrative Officer (“**CAO**”) has been tasked by the Committee on House Administration with supporting and maintaining the information technology (“**IT**”) and service support structure of the U. S. House of Representatives (“**House**”). The environment is composed of four hundred and forty-one (441) Member offices and over fifty (50) Committee, Leadership and support offices. There are approximately ten thousand (10,000) staffers of the House and approximately nine hundred and fifty (950) district offices across the United States and Territories.

2.0 Definitions

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

“**Addendum**” or “**Addenda**” has the meaning set forth in Section 5.2d of this Statement of Work.

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

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

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

“**Client Work Order**” has the meaning set forth in Section 4.0b of this Statement of Work.

“**CMS Contractor**” has the meaning set forth in Section 6.0 of this Statement of Work.

“**CMS Package**” means a correspondence management system (also known as customer relationship management (CRM) software).

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

“**Congressional Transition**” has the meaning set forth in Section 9.1 of this Statement of Work.

“**Contract**” means the Contract with each Contractor resulting from Solicitation Number OPR11000035, by and between the Contractor and the House.

“**Contractor**” has the meaning set forth in Section 3.0 of this Statement of Work.

“**Contractor Pre-Existing Rights**” means any and all Software and other intellectual property rights owned by or licensed by the Contractor and incorporated in or required to operate any Work Product that is pre-existing on the effective date of the Client Work Order governing the development of such Work Product.

“**COR**” means the Contracting Officer’s Representative.

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

“**Freshman Office**” has the meaning set forth in Section 6.8.1 of this Statement of Work.

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

“**Integrated Agreement**” has the meaning set forth in Section 4.0b of this Statement of Work.

“**Maintenance Contractor**” has the meaning set forth in Section 7.0 of this Statement of Work.

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

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

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

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

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

“**SOW**” or “**Statement of Work**” has the meaning set forth in Section 3.0 of this Statement of Work.

“**Systems Administration Contractor**” has the meaning set forth in Section 8.0 of this Statement of Work.

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

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

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

“**Technology Support**” means the CAO’s House Technology Support Department.

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

“**Transfer Services**” has the meaning set forth in Section 16.0a of this Statement of Work.

“**Web Services**” means web development, maintenance or related services and products provided by the Contractor to the Client. Web Services does not include CMS Services, Maintenance Services or Systems Administration Services.

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

3.0 Technology Services

This statement of work (“**Statement of Work**” or “**SOW**”) provides the framework to enable Member, Committee and Leadership offices (each, a “**Client**”) to order the following from authorized companies: (a) CMS Services; (b) Maintenance Services; and/or (c) Systems Administration Services. Only companies that sign a Contract with

the House to provide one (1) or more Technology Services (each such Contractor, a “**Contractor**”) will be eligible to market and sell such Technology Service(s) to a Client. A company may submit an offer to provide one (1) or more Technology Services to a Client. Such a submission qualifies the company as an “Offeror” under this Statement of Work. In submitting an offer for one (1) or more Technology Services, an Offeror may submit multiple support plans.

4.0 Scope

- a. The Contractor shall provide technical and operational support for one (1) or more Technology Services. The Contractor shall perform any and all additional tasks and duties associated with one (1) or more Technology Services necessary to perform the work described in this Statement of Work.
- b. During the term of the Contract, the Client may, from time to time, engage the Contractor to provide Technology Services. In engaging the Contractor to perform one (1) or more particular Technology Service(s), the Client shall enter into a written work order (each a “**Client Work Order**”) pursuant to which such particular Technology Service(s) shall be performed. Upon execution thereof, each Client Work Order, together with the Contract, shall constitute a complete and separate agreement among the Client, the Contractor and the House (each an “**Integrated Agreement**”). Any Technology Services performed pursuant to a Client Work Order shall be governed by the terms and conditions of the Contract.

5.0 General Requirements

- a. An Offeror must: (i) sign a non-disclosure agreement with the House; (ii) submit a support plan for each proposed Technology Service and corresponding detailed pricing list, both of which will be posted on the internal website of the House; (iii) submit a list of software supported by the Offeror with each support plan; (iv) have a physical or virtual service desk; (v) give prior notification to the Contracting Officer’s Representative (COR) in writing and obtain written approval from the Contracting Officer of any changes in a support plan, pricing list, marketing campaign, marketing literature or any other changes defined as a “**Significant Change**” in the *Technology Support Policy on Significant Changes* (See Attachment J.6); (vi) agree to conduct an annual survey of customer support; and (vii) satisfy other requirements included herein or as otherwise may be negotiated.
- b. Upon notification to and approval from the Contracting Officer of any Significant Change, the Contractor may be required, at the sole discretion of the House, to enter into a modification with the Contracting Officer to modify the Contract to reflect such change before the Significant Change can be implemented.

5.1 Pricing

- a. Pricing Lists. The Offeror must submit a detailed pricing list for each proposed support plan. An Offeror may include additional pricing for services requested outside the Statement of Work its pricing list. Offerors and Contractors are prohibited from offering any products or services free of charge to a Client, including trial periods, but are encouraged to offer pricing that is competitive and reflective of the service level being offered.
- b. Copies. Prior to signing the Contract, the Offeror shall have submitted to the House a copy of each current support plan and its corresponding pricing list for each Technology Service.
- c. Changes in Support Plans and Pricing. In accordance with Section 18.0 of this Statement of Work, the Contractor must provide prior written notification to and obtain written approval from the Contracting Officer of any change to a support plan, to pricing or to a pricing list for a Technology Service prior to the implementation of such change.

5.1.1 *Pricing Requirements*

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

5.2 Client Work Orders

- a. Client Authorization. Prior to commencing work, the Contractor must obtain written consent from a Client in the form of a Client Work Order. The Contractor shall submit all invoices to the Client. Invoices must include a Client Work Order signed by the Client.
- b. Client Work Order Information. The Contractor and the Client shall enter into one (1) or more Client Work Orders, in the form provided to the Contractor by the House, to define the Technology Services to be performed. The Contractor and the Client may attach change orders to a Client Work Order. Each such change order shall be

incorporated into and made part of the applicable Client Work Order and the Contract.

- c. Requirements Prior to Initiation of Work. Offerors and Contractors must not initiate a marketing or sales discussion with the Client, or perform any work for the Client, prior to: (i) the execution of the Contract, and (ii) in the case of CMS Services, the successful passage of a formal evaluation by the House of the Contractor's CMS Package. Additionally, the Contractor may not perform any work for the Client prior to the execution of a Client Work Order governing the applicable Technology Service.
- d. Addendum to Client Work Order. The Contractor and the Client may enter into one (1) or more addenda to a Client Work Order (each an "**Addendum**" and collectively, "**Addenda**") that provides additional terms and conditions to a Client Work Order between the Contractor and the Client. Each Addendum must be approved by the House before it is executed by the Contractor and the Client. An approved and executed Addendum shall be incorporated into and made part of such applicable Client Work Order and the Contract.
- e. Submission of Client Work Order. Promptly after the Contractor and the Client have executed a Client Work Order, the Contractor shall submit a copy of the fully executed Client Work Order to the House in accordance with Section 2 of the Client Work Order.
- f. Delivery of Work Product. The Contractor shall deliver to the Client all of the Work Product developed pursuant to such Client Work Order (i) upon the request of the Client, and/or (ii) in accordance with the delivery schedule set forth in each Client Work Order.

5.3 Invoices

For non-recurring payments, and including Technology Services provided under a time and materials plan, the Contractor will submit an original of each invoice for Technology Services with a copy of the applicable Client Work Order to the Client. The Contractor shall invoice the Client after work under the applicable Client Work Order has been performed by the Contractor and accepted by the Client. Unless otherwise specified in a Client Work Order, each invoice should include: (a) the name of the Client; (b) the dates of service; (c) the name, address, phone number and contact person of the Contractor; (d) the invoice number; (e) the Client Work Order number; and (f) a description of work performed or product delivered (that distinguishes between one-time and recurring services or deliverables), and corresponding cost(s). The House and the Client may delay or deny payment and return any payment requests and invoices to the Contractor that do not include the information set forth herein.

5.3.1 *Refunds*

If a Client Work Order is terminated in accordance with the termination clause of the Contract and the Contractor has received any advance payments for Technology Services covered under such Client Work Order, the Contractor shall make refunds to the Client for any services not yet rendered.

5.3.2 *Fee Disputes*

In the event the Client in good faith disputes an invoice submitted by the Contractor, the Client may delay or deny payment of any amount subject to the dispute; provided, however, (a) the Client shall continue to pay all undisputed amounts in accordance with the terms of the Contract, and (b) the Contractor shall continue to perform its obligations under the Contract. The Client's failure to identify contested charges prior to payment shall not limit or waive any of the Client's rights or remedies with respect to such charges, including the Client's right to delay or deny in good faith such disputed amounts from subsequent charges due to the Contractor.

6.0 **Service 1: Correspondence Management Systems Services**

- a. A Contractor authorized to provide CMS Services to a Client under a Contract (a "**CMS Contractor**") must provide support plans to a Client that meet or exceed the specifications in this Section 6.0. Offerors and Contractors may not market or sell CMS Packages to a Client prior to the successful completion of a mandatory CMS Package evaluation conducted by the House in accordance with the CMS testing program (See Attachment J.12).
- b. All CMS Packages offered by the CMS Contractor must provide the features the House has designated as basic and required, as listed in the *Basic and Advanced Features for House Correspondence Management Systems* (See Attachment J.12.A). Features described in the *Basic and Advanced Features for House Correspondence Management Systems* are subject to change. All CMS Packages must operate within the hardware and software environment of the House, and must be compatible with all software supported by the House, as listed on the *House Supported Software List* (See Attachment J.5).

6.1 Capabilities

- a. The CMS Contractor shall offer a CMS Package comprised of a database, a user interface and a correspondence generator (which is generally a commercial-off-the-shelf word processor). The database will contain information about constituents, Members, Client staff and Client contacts. All correspondence received by a Client and generated on behalf of or to constituents shall be recorded in the database of the CMS Package. The issues a constituent relays to the Member and/or Client staff are stored in the database using codes assigned by the Client to particular issues or casework actions. The user interface will allow data entry, workflow definitions and assignment, initiation of

outgoing correspondence, generation of reports and administration of the CMS Package. The user interface will also pass information to the correspondence generator based on information stored in the database for which “boilerplate” responses will be used when generating a response on a particular issue. The word processor includes boilerplate responses on a variety of issues that are used to assist in generating a customized response.

- b. The CMS Contractor must, at a minimum, offer the following common modules to a Client: (i) correspondence and targeted mailings; (ii) system reports; (iii) systems administration; and (iv) digital mail integration with the House Digital Mail program.
- c. Prior to signing an initial Client Work Order with a Client, the CMS Contractor must provide a Client with a statement of minimum and recommended hardware and software requirements.

6.1.1 *Extra Features*

The CMS Contractor may offer extra features in the CMS Package to help a Client organize its operations and work flow. Extra features could include components for press operations, scheduling, legislative tracking and office accounting. Other newer components allow for social media and web-based solutions. Additional functionality of a CMS Package may be offered on a separately-priced modular basis, including the advanced features identified in the *Basic and Advanced Features for House Correspondence Management Systems*.

6.1.2 *Updates*

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

6.2 Evaluation Process

- a. The House reserves the right to waive testing requirements for CMS versions that have previously passed a CMS evaluation.
- b. Prior to signing the Contract, an Offeror must submit its CMS Packages for a formal evaluation by the House. The Offeror shall provide all equipment and staff necessary to support the testing at no cost to the House. In its evaluation, the House will conduct tests to verify that (i) the software meets the minimum requirements listed in the *Basic and Advanced Features for House Correspondence Management Systems*, and (ii) all features

perform as described by the Offeror. The evaluation processes for CMS Packages are outlined in Attachment J.12. The evaluation results are final and not subject to appeal.

- c. Once the technical portion of the evaluation is successfully completed, the procurement process will evaluate the Offeror's management and technical capabilities. If the procurement portion of the evaluation is successfully completed, the Offeror is eligible for award of a Contract for CMS Services with the U.S. House of Representatives.

6.3 Responsibilities

If applicable, at a minimum, the CMS Contractor shall be responsible for the following: (a) integrating all server hardware, software and communications components of CMS Packages; (b) maintaining equipment owned by the CMS Contractor and CMS-related software so that they are in proper operating condition; (c) implementing a reliable backup process; (d) providing copies and updates of the CMS data dictionary to the COR; (e) coordinating warranties and/or servicing of equipment owned by the Client and/or the CMS Contractor; (f) cooperating with the COR in security audits of equipment owned by the CMS Contractor and/or the Client and correcting identified deficiencies; (g) promptly repairing or replacing non-functioning components for systems owned by the CMS Contractor and/or the Client; (h) training in the use and administration of a CMS Package; (i) applying upgrades (including bug fixes) to software as required; (j) monitoring systems owned and/or supported by the CMS Contractor for the success of data backups and taking appropriate actions to ensure that any failure in backing up the database of a CMS Package and CMS-related files does not continue for more than two (2) business days; (k) providing a help desk and on-site support; (l) restoring operating systems, applications, data and the most recent readable backup (utilizing the appropriate images when applicable) following a failure of the hardware, system or software; and (m) ensuring all servers and all other network connected devices owned by the Client or the CMS Contractor, and covered under Section 6.0 of this Statement of Work, are secured in accordance with IT policies of the House (See Attachment J.12).

6.4 Support Plans

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

6.5 Server Options

The Offeror must clearly state in the offer and support plan which of the following CMS server options it will offer or support for the Client: (a) a server owned by the House (House hosted); (b) a server owned by a Client (non-hosted); or (c) a server owned by the Offeror(non-hosted).

6.5.1 *Service on Servers Owned by the House (House Hosted)*

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

6.5.2 *Service on Servers Owned by Client (In-Office)*

- a. Servers owned by a Client may be located in (i) the Client office, or (ii) a data center operated by the House. If a CMS Package operates on hardware owned by the Client, the Offeror must clearly state in the offer whether or not the Offeror will manage the CMS server. If the Offeror will not manage the CMS server, then the Offeror must clearly specify in the offer a Client's responsibilities for maintaining the server. The Client will maintain the server in a manner that does not interfere with or degrade the functioning of the CMS Package.
- b. If the server is located in (i) the office of a Client, or (ii) a data center operated by the House on a system owned by the Offeror, the Offeror must provide a mechanism and instructions, when applicable, for backing up the data in the database and any files stored on the server that are associated with the CMS Package. The Offeror must state its backup retention policy in the offer.
- c. At a minimum, the Offeror must have the ability to (i) restore the CMS database and its associated files to the state it was in at the end of any of the five (5) previous business days, and (ii) allow the backup media from at least one (1) day of the previous week to be transferred to an alternate facility provided by the House. If applicable, arrangements for the remote storage of backup media must be arranged by the Client or negotiated separately between the Offeror and the data center manager. All requests for data center space must include a completed *Ford Data Center Request Form* (See Attachment J.8) and a signed *Data Center Memorandum of Understanding* (See Attachment J.9) to be provided to the CMS Contractor by the House.

6.5.3 *Service on Servers Owned by Offerors (Contractor Hosted)*

- a. The Offeror may offer a CMS Package that operates on equipment owned by the Offeror and that is shared by multiple Clients. If a CMS Package operates on hardware owned by the Offeror, such hardware must be housed in a data center operated by the House. This SOW does not guarantee that rack or data space or other support services will be provided to the Offeror in such a data center. The Offeror shall coordinate separately with the House (Director of Facilities Management) and comply with the conditions set forth by the *Data Center Memorandum of Understanding* (See Attachment J.9).
- b. For systems owned by the Offeror, the Offeror must backup the data in the database and any files stored on the Offeror's system associated with the CMS Package. In the offer, the Offeror must (i) list a mechanism for backing up the data in the database and any files stored on the server that are associated with the CMS Package, (ii) state its backup retention policy, and (iii) indicate whether data from multiple Clients will be comingled on the backup media or if each Client's data will be segregated on separate backup media. At a minimum, the Offeror must (A) have the ability to restore the database and associated files to the state it was in at the end of any of the five (5) previous business days, and (B) store the backup media on at least one (1) day of the previous week at an alternate facility provided by the data center manager. If applicable, arrangements for the remote storage of backup media must be negotiated separately between the Offeror and the data center manager. All requests for data center space must include a completed *Ford Data Center Request Form* and a signed *Data Center Memorandum of Understanding* to be provided to the CMS Contractor by the COR.

6.6 Installations

- a. An "installation" shall mean the implementation of a new CMS Package or the reinstallation of an existing CMS Package. All new system installations must comply with the *Minimum Technical Standards for Supported Equipment* (See Attachment J.4) to be provided to the CMS Contractor by the COR, which is updated on an annual basis.
- b. A CMS Contractor shall perform installation services, including, but not limited to, the following: (i) site surveying and configuration planning; (ii) arranging a pre-installation meeting with a Client and the assigned House representative; (iii) preparing pre-installation hardware or installing software; (iv) installing and configuring customer servers; (v) networking and communications configuration; (vi) ensuring all CMS-related software, hardware and peripherals are functional and perform to specifications; and (vii) conducting training when new features or functionalities are introduced. Travel and per diem costs associated with the new installation may be charged to the Client pursuant to standard government rates as established by GSA. A Client shall be responsible for setting up and approving travel and associated items.

6.7 Documentation and Training

The CMS Contractor shall provide documentation and training as part of its CMS Package to a Client. At the time of installation, such documentation must, at a minimum, include (a) a “how-to” user’s guide or detailed reference guide, and (b) a user “quick guide” or “cheat sheet.” The CMS Contractor may provide (i) on-site classroom-styled training, (ii) off-site classroom-styled training, (iii) desk-side training, or (iv) basic CMS on-line training (the CMS Contractor may arrange with the House Learning Center for use of a House Learning Center classroom, subject to availability). All training must include complete documentation (i.e., a “how-to” manual and a comprehensive reference manual). In addition, all training must include training objectives, explanations, structured exercises and feedback to the student; simple on-line help files will not satisfy this requirement.

6.8 Close-Out Services

- a. Upon (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the CMS Contractor shall provide a copy of the Client’s database in the House’s data exchange format for conversion to another CMS Package provided by a different CMS Contractor. The CMS Contractor must remediate any problems associated with the database exchange at no additional cost to the CAO, the House or the Client.
- b. In the event the Contract is terminated as a result of the Contractor filing for bankruptcy or otherwise ending their business as a viable Contractor, the software code for which any Client(s) has paid up to the date of the bankruptcy will be held in escrow on behalf of the Client(s) until such time as the parties are able to release the code fully to the Client(s).

6.8.1 *Congressional Transition Services*

In addition to the Congressional Transition services described in Section 7.5 and Section 9.0 of this Statement of Work, the CMS Contractor shall provide the following setup services to offices of new Members of the House (each a “**Freshman Office**”): (a) fully installing a CMS Package so it is operational; and (b) coordinating and working with the Maintenance Contractor as necessary.

7.0 **Service 2: Maintenance Services**

A Contractor authorized to provide Maintenance Services to a Client under a Contract (a “**Maintenance Contractor**”) must provide support plans to a Client that meet or exceed the specifications in this Section 7.0. The Maintenance Contractor must provide technical support for equipment, which shall include, but is not limited to: (a) installation and configuration; (b) training; (c) maintenance; and (d) repair.

7.1 Hardware Responsibilities

The Maintenance Contractor shall ensure that a computer system and its components for a Client function according to specifications and standards in this Statement of Work. The Maintenance Contractor shall be responsible for hardware services, including, but not limited to, the following: (a) repairing or replacing damaged or non-functioning hardware with compatible components of equal or greater value and capabilities (replacement systems must meet the same then-current requirements as new installations); (b) ensuring all workstations are configured to automatically update operating systems and applications; (c) ensuring all servers, workstations, printers and all other network connected devices owned by the Client or the CMS Contractor, if applicable, and covered under Section 6.5 of this Statement of Work, are secured in accordance with IT policies of the House; and (d) ensuring all servers and workstations are protected with the House-approved anti-virus software. (NOTE: If the CMS Contractor is not providing hardware support, the Maintenance Contractor may restore the CMS server, including the operating system, non-CMS applications and data (utilizing the appropriate images when applicable) following a failure of the hardware, system or software.)

7.2 Support Plans

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

7.3 Security Compliance

In addition to the security compliance obligations set forth in Section 12.0 of this SOW, the Maintenance Contractor shall ensure that any devices not covered by a policy or publication of the Security Office will be reviewed by the House for guidance on appropriate security measures. The Maintenance Contractor shall perform preventative maintenance on all systems owned by the Client and covered under a Client Work Order at least twice a year. Preventative maintenance must ensure that mechanisms to keep systems up-to-date are functioning. The Maintenance Contractor must ensure that all applications and network operating software, including upgrades and enhancements, conform to infrastructure policies of the House.

7.3.1 *Remediation*

Upon notification from the COR that a released patch, service pack or service release from an original equipment manufacturer (a “**fix**”) will correct significant security vulnerabilities, the Maintenance Contractor will verify that the fix has been applied to all supported systems within forty-eight (48) hours of receiving such notification. The House will conduct security audits (a) for all new installations, and (b) whenever significant modifications are made to hardware or software. If the Maintenance Contractor determines that a policy or fix adversely affects one (1) or more features of the system, the Maintenance Contractor may notify the COR in writing to request an exception.

7.4 Software Support

The Maintenance Contractor shall include site-licensed software (including anti-virus and Microsoft Office Suite) as part of a standard build for workstation installations. This standard build must be coordinated with the House and updated as needed. Following a failure of the hardware, system or software, the Maintenance Contractor shall restore operating systems, applications, data, non-CMS software and the most recent readable backup (utilizing the appropriate images when applicable). The Maintenance Contractor may not install or facilitate the installation of any CMS software that has not been approved by the House. The Maintenance Contractor shall ensure that operating systems, program files and file data on any computer or storage device removed from the Client are deleted in a manner that prevents recovery.

7.5 Congressional Transition Services

7.5.1 Departing Members

In addition to the Congressional Transition services described in Section 9.0 of this Statement of Work, the Maintenance Contractor shall provide the following Congressional Transition services to a Client that is a departing Member: (a) working with the Client office in (i) completing a site survey of the entire Client office suite to be conducted prior to and in conjunction with the move-out, and (ii) making a record of all computer and office-related equipment; (b) surveying each piece of equipment to determine if it meets minimum inheritable standards; (c) labeling each piece of equipment with an appropriate color-coded sticker; (d) de-installing computers and computer-related equipment in Washington, DC no later than one (1) business day prior to the scheduled move date; (e) placing smartphones, tablet devices, PDAs, cables, keyboards, speakers and other electronic equipment in move bags provided by the House; (f) bagging all power strips, extension cords and other electronic accessories related to any and all office equipment of the Client; and (g) removing and bagging toner from all printers. If applicable, the Maintenance Contractor shall wipe the hard drives of all inheritable workstations, printers and multi-functional devices (“**MFDs**”). The House may provide software to wipe hard drives.

7.5.2 *Seated Member Moves*

- a. The Maintenance Contractor shall provide the following pre-move services to a Client of a seated Member: (i) confirming any known computer problems to the Client before the de-installation of computers; (ii) confirming that the backup process for the server is operating successfully one (1) week prior to the move; (iii) completing a site survey of the entire office suite and making a record of all computer and office-related equipment; (iv) coordinating the backup and take-down of the Client's computer systems in accordance with the move schedule; (v) coordinating with the House to ensure IP addresses only within the specified range for the new location are used; and (vi) answering any questions or discussing technical support costs.
- b. The Maintenance Contractor will review computer-related items on floor plans provided by the House for each Member who participates in a move. If necessary, the Maintenance Contractor will make edits to computer-related items on the floor plan. The Maintenance Contractor will return floor plans, with or without edits, to the move coordinator of the House (the "**Move Coordinator**") at B234 Longworth House Office Building no later than forty-eight (48) hours prior to the move. The floor plan submitted to the Move Coordinator by the Maintenance Contractor shall be considered the final, signed-off floor plan. The Maintenance Contractor shall use the final approved floor plan (i.e., the floor plan posted by the House on the internal website of the House) to perform the installation.

7.5.2.1 *De-Installation*

- a. The de-installation of computer systems for morning moves must take place no later than the night before the move. The de-installation of computer systems for afternoon and evening moves must take place no later than the morning of the move. The Maintenance Contractor will work with a Client to determine the schedules for the de-installations based on the guidelines set forth in this Section 7.0.
- b. The Maintenance Contractor shall provide the following de-installation services to a Client: (i) confirming backups of servers on the morning of a de-installation; (ii) powering down all computer equipment; (iii) disconnecting all computer and peripheral equipment; (iv) ensuring that the Client has labeled all workstations, servers, peripherals and local printers with each staffer's name; (v) placing smartphones, tablet devices, PDAs, cables, keyboards, speakers and other electronics in move bags provided by the House; (vi) bagging all power strips, extension cords and other electronic accessories related to all office equipment; and (vii) removing and bagging toner for all printers. The Maintenance Contractor shall remediate any problems associated with the de-installation of computers and computer-related equipment at no additional cost to the CAO, the House or the Client. De-installation services will be performed in accordance with the Move Schedule.

7.5.2.2 *Re-Installation*

- a. The Maintenance Contractor shall provide the following re-installation services to a Client: (i) installing computers and peripheral equipment in accordance with the approved final floor plan; (ii) reconnecting all workstations, printers, laptops, peripherals, network devices, servers and MFDs; (iii) testing all file server and computer connections for connectivity; (iv) troubleshooting or resolving any connection problems; (v) testing printing for each computer and printer, including any MFDs; (vi) troubleshooting and fixing any printer, server and/or workstation problems; and (vii) ensuring that damaged equipment is reported to the Move Coordinator within twenty-four (24) hours of the move.
- b. The Maintenance Contractor shall remediate any problems associated with the re-installation of computers and computer-related equipment at no additional cost to the House, the House or the Client. If there is a cost associated with any other move-related problems, the Maintenance Contractor must report those problems within twenty-four (24) hours of the move to the Client staff and the Move Coordinator. The Maintenance Contractor must obtain approval from the Move Coordinator to fix any problem prior to implementing a resolution. The Maintenance Contractor shall not be responsible for the remediation of pre-existing problems identified prior to the office move. The Maintenance Contractor shall resolve move-related problems that are identified within ten (10) business days of the move, excluding physical damage to equipment, unless such damage was caused by the Maintenance Contractor.

7.5.3 *Freshman Setup*

- a. The Maintenance Contractor shall provide setup services to Freshman Offices, which shall include, but are not limited, the following: (i) connecting all workstations, printers, laptops, peripherals and MFDs to the network and ensuring all connectivity to the centralized storage and CMS Package; (ii) confirming network connectivity and test printing to all printers, including any MFDs; (iii) creating service accounts for all appropriate devices according to the IT policies of the House; (iv) testing all connections (including wall jacks) to internal and external network resources, including centralized storage from each computer; (v) troubleshooting and resolving any connection problems; (vi) troubleshooting workstation, laptop and/or printer problems, except equipment that show signs of physical damage; (vii) ensuring that damaged equipment is reported to the Move Coordinator within twenty-four (24) hours of the move; (viii) reporting any problems within twenty-four (24) hours of the move to the Move Coordinator; (ix) creating user accounts and mailboxes in the active directory/exchange for each new staff member in accordance with IT policies of the House; (x) assisting with general workstation setup, login and access; (xi) configuring Microsoft Outlook upon request by the Client; (xii) configuring smartphones, tablet devices and PDAs upon request by the Client; (xiii) configuring all workstations in compliance with IT policies of the House; and (iv) coordinating with the House to create login scripts for non-standard drive mappings.

- b. If there is a cost associated with the resolution of any problem (e.g., replacement of damaged equipment), the Maintenance Contractor must obtain approval from the Move Coordinator prior to implementing the resolution. The Maintenance Contractor shall not be responsible for the remediation of pre-existing problems identified prior to an office move. The Maintenance Contractor is responsible for resolving any identified move-related problems within ten (10) business days of the move, excluding physical damage to the equipment. All move-related problems must be identified and submitted to the staff of the Client and Move Coordinator by the Maintenance Contractor no later than ten (10) business days following the start of a new Congress. Setup services should only be provided for equipment present in the Freshman Office on the move-in day.

8.0 Service 3: Systems Administration Services

A Contractor authorized to provide systems administration support services to a Client under a Contract (a “**Systems Administration Contractor**”) must provide support plans to a Client that meet or exceed the specifications in this Section 8.0.

8.1 Support Plans

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

8.2 Administration Responsibilities

The Systems Administration Contractor shall provide administration services to a Client, which shall include, but are not limited to, the following: (a) maintaining an inventory of computer hardware and software; (b) tracking computer lease and software licensing and maintenance agreements; (c) maintaining a log of internal office services performed, external services requested and work hours; (d) ensuring that the Client has and maintains a disaster recovery plan; (e) ensuring that the Client has the necessary computer equipment to function efficiently; (f) providing computer assistance and training to the Client staff; (g) providing advice, recommendations and oversight for computer information services; (h) providing advice to the Client staff regarding compliance with IT policies of the House; (i) coordinating schedules to ensure services are provided to meet the Client’s needs and requirements; (j) notifying Client staff of any system problems, scheduled maintenance, upgrades and downtime; (k) notifying the House of any network problems; (l) maintaining local and network user accounts and permissions; and (m) coordinating with the Maintenance Contractors and CMS Contractors during Congressional Transition activities.

8.3 Technical Responsibilities

The Systems Administration Contractor shall provide technical services to a Client, which shall include, but are not limited to, the following: (a) troubleshooting network, workstation and peripheral problems; (b) performing additional maintenance to update computer systems with the collaboration of the Maintenance Contractor as required; (c) performing daily, weekly and monthly file server backups; (d) performing quarterly verification of the integrity of the backup media (i.e., correct data is copied and restorable, and tape rotation is correctly executed); (e) installing software supported by the House, (f) supporting, installing and reassigning smartphones, tablet devices and other PDA-type devices; (g) adding, changing or deleting user profiles or configuration files on workstations and servers; (h) adding, changing or deleting user accounts; (i) addressing violations outlined in security audits performed by the House; (j) installing and maintaining anti-virus software of the House; (k) troubleshooting workstation operating systems and application problems suspected to be caused by a virus; (l) repairing damage caused by viruses and other malicious code, including coordinating the reimaging of workstations when deemed necessary; (m) coordinating resolution of software application configuration problems with the House, the CMS Contractor and/or the Maintenance Contractor; (n) supporting, installing and relocating office peripherals; (o) performing printer tests to identify printer hardware or software deficiencies; (p) creating bootable media (external hard drives or CDs) that will facilitate access to corrupted workstations; and (q) facilitating telecommunications arrangements among the Client, the Client's district offices and outside services.

9.0 **Congressional Transition Services**

The requirements listed in this Section 9.0 are subject to updates to the Committee on House Administration Congress Transition Policies. In the event that the provisions of this SOW conflict with the Committee on House Administration Congress Transition Policies, the provisions of the Committee on House Administration Congress Transition Policies shall govern solely to the extent of any such conflict.

9.1 Background

During the period of time between the election of Members of the House in November of an election year and their swearing-in ceremony in January of the subsequent year (a "**Congressional Transition**"), returning Members have the opportunity to move their current office suite in Washington, DC to a different suite location. Returning Members who move offices will require their computer equipment to be de-installed and re-installed. A move schedule will be prepared and published daily by the House. Depending upon the overall number of moves, the schedule will be six (6) to eighteen (18) moves per day. Typically, six (6) offices are moved at 8:00 AM and six (6) offices are moved at 1:00 PM. However, if a larger than expected number of Members is elected, it is possible that a third moving time period of 4:00 PM would be required.

9.2 Responsibilities

If a CMS Contractor and/or Maintenance Contractor assists a Client in a move during the Congressional Transition, the Contractor may provide hardware and software support services to a Client, which shall include, but are not limited to, the following: (a) providing expertise, guidance and coordination in accordance with established policies of the House by acting as a single point of contact for computer-related services during a Congressional Transition; (b) accommodating schedules, which may include work on weekends and holidays; (c) preparing to support up to eighteen (18) moves per day; (d) coordinating with the House-provided schedule; (e) accommodating changes to the schedule and other reasonable tasks inadvertently omitted; (f) providing invoices according to the instruction of the House; (g) attending Congressional Transition meetings; (h) following all Congressional Transition procedures of the House that are established during Congressional Transition meetings (i.e., floor plans, move times, Move Coordinator information); and (i) cooperating with technology support requirements of the COR for an after-action review conducted by the COR.

NOTE THAT THE FOLLOWING SECTIONS APPLY TO ALL THREE SERVICES

10.0 Service Hours and Place of Performance

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

11.0 Response and Resolution Times

Business hours are “normal business hours” as defined in Section 10.0 of this SOW. Other types of response and resolution times may be set forth by the Contractor. The Contractor shall, at a minimum, meet the applicable response and resolution times set forth in this Section 11.0. Employees and agents of the Contractor will be required to: (a) provide service to a Client upon notification of a service problem within the response

times specified herein; (b) perform the work in a diligent manner; and (c) have the equipment or software ready for use and fully operational within specified timeframes. Software not on the Contractor's supported software list will not be subject to the resolution time requirements listed in this Section 11.0. The Contractor's supported software list shall be included with each support plan.

11.1 Services Conducted in Washington, DC

11.1.1 *Response Times*

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

11.1.2 *Resolution Times*

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

11.2 Services Conducted in District Offices

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

11.2.1 *Response Times*

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

11.2.2 *Resolution Times*

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

11.3 Summary of Contractor Response and Resolution Times

Action/Response Time	DC Office	District Office
Response Time	1 Hour	1 Hour
Determine if On-Site Visit is Necessary	1 Hour	4 Hours
Arrival On-Site Within	4 Hours	8 Hours
Resolution Time	12 Hours	18 Hours

12.0 **Security Compliance**

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

13.0 **Management of Contractor Personnel**

The Contractor and its officers, employees and agents shall comply with all applicable policies and publications of the Security Office and the House. The Contractor and its officers, employees and agents must comply with the badge procedures outlined in all applicable policies and publications of the Security Office and the House.

14.0 **Replacements, Additions and Removals**

- a. If parts are replaced on a like-for-like basis, the installed parts will become the property of the House and removed parts will become the property of the Contractor. The Contractor must remove all data from any data storage device removed as part of a like-for-like exchange and certify in a monthly report to the COR that the data has been removed from the data storage device. The Contractor must inform the House in writing of any new serial numbers of replaced equipment within thirty (30) days of installation. The Contractor may not charge a Client any rental, restocking or other fees for replacement or loaner equipment.

- b. Individual units and associated maintenance costs may be added or removed from a Contract with a Maintenance Contractor at any time at the discretion of the House and/or Client. The Contractor shall be responsible for working with a Client to monitor the addition and/or removal of units to or from the support plan with the Maintenance Contractor and for coordinating any resulting support plan cost changes.

15.0 Status Review Meetings and Reports

15.1 Meetings

The COR and authorized representatives of the Contractor shall meet at least once a month. Upon mutual agreement between the COR and the Contractor, such meetings will be either in-person or via conference call. Any meeting changes shall require notification to the Contractor and the COR. The purpose of such meetings will be to review status reports, performance results, and current or outstanding issues, and to provide information to the Contractor. If the COR requests a meeting with the Contractor, the Contractor must meet with the COR in a timely manner.

15.2 Reports

The Contractor shall provide monthly electronic reports to the COR, which must include the following information: (a) data destruction; (b) call center statistics (including (i) number of calls versus number of calls answered, (ii) first call resolution rates, (iii) abandonment rates, (iv) number of calls answered versus number of tickets logged (v) average time to answer, and (vi) breakdown of the top three (3) types of calls); (c) survey data; and (d) a current customer list clearly indicating service(s) provided to each and any recent changes (additions and removals).

16.0 Transfer Services

- a. Transfer Services. Upon (i) the expiration or termination of any Client Work Order or associated Integrated Agreement, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide any reasonable cooperation requested by the House or the Client that may be required to facilitate the transfer of the affected Technology Services (“**Transfer Services**”) to the House, the Client or a third-party service provider.
- b. CMS Package Data. In the case of CMS Services, upon (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide a copy of the Client’s data in accordance with the requirements set forth in the *House Information Resources CMS Data Interchange Standard* for conversion to another CMS Package provided by a different Contractor of CMS Services. The Contractor must remediate any problems associated with the data conversion at no additional cost the House or the Client. The

Contractor must provide a copy of the data from the CMS Package within five (5) business days from the date of the written request, expiration or termination.

- c. Maintenance Services and Systems Administration Services Data. In the case of Maintenance Services and Systems Administration Services, upon (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must immediately provide a copy of any and all of the Client's password data. The Contractor must remediate any problems associated with the transfer of password data at no additional cost the House or the Client. The Contractor must provide a copy of such data within two (2) days from the date of the written request, expiration or termination.
- d. Transfer of Technology Services Software. With respect to any Technology Services Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall license such Technology Services Software to the Client for use in the continued performance of the Technology Services at no cost to the Client or the House.
- e. Transfer of Third Party Software. With respect to Third Party Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall, on the request of the House, assign its licenses of such Third Party Software to the Client, provided that: (i) the Contractor shall have the right to assign such licenses; and (ii) the Client shall assume all future contractual responsibility and liability under such licenses, including payment of future license fees, maintenance fees and other charges. In connection with any license transfer under the Contract, the Contractor shall pay any fees associated with the transfer of such license, unless otherwise set forth in a Client Work Order.
- f. Continuation of Technology Services. The Contractor acknowledges that the provision of Technology Services is critical to the business and operations of the Client. Accordingly, in the event of (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract; (iii) a request for Transfer Services, or (iv) a fee dispute between the Client and the Contractor pursuant to which the Client in good faith believes it is entitled to delay or deny payment of the disputed amount or for which either party in good faith believes payment is due: (A) the Client shall continue to pay the Contractor undisputed amounts; and (B) the Contractor shall continue to make the Client's Technology Service(s) available until the Client is able to replace the Technology Service(s) provided by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order.

17.0 Standards

- a. General. The Contractor and its officers, employees and agents, and all Work Product provided to the Client or the House by the Contractor and its officers, employees and

agents shall comply with the following standards and requirements, as updated from time to time during the term of the Contract, including but not limited to:

- i. rules and regulations of the House and the *House Ethics Manual*;
 - ii. the *Members' Congressional Handbook* and the *Committees' Congressional Handbook* (whichever may be applicable);
 - iii. the Committee on House Administration Congress Transition Policies;
 - iv. the *Technology Support Policy on Significant Changes*;
 - v. the applicable standards listed in the SOW (including the service hours and place of performance standards set forth in Section 10.0 and the response and resolution times set forth in Section 11.0);
 - vi. the *United States House of Representatives Standards for New Purchases of Computer-Related Equipment*; and
 - vii. any applicable policies, publications, checklists or standards issued by the Security Office.
- b. Additional Standards for CMS Contractors. If the Contractor is providing CMS Services, the Contractor and its officers, employees and agents, and all Work Product provided to the Client and the House shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:
- i. the House's correspondence management system evaluation process documents (*CMS Full Evaluation Process*, *CMS Partial Evaluation Process* and *CMS In-Office Evaluation Process*);
 - ii. the *House XML Tag Set*;
 - iii. the *Basic and Advanced Features for House Correspondence Management Systems*; and
 - iv. the *House Information Resources CMS Data Interchange Standard*.
- c. Additional Standards for Maintenance Contractors. If the Contractor is providing Maintenance Services, all Work Product provided by the Contractor and its officers, employees and agents shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:
- i. the *United States House of Representatives Minimum Standards for Supported Equipment*; and

- ii. the *United States House of Representatives Supported Software List*.
- d. Additional Standards for Systems Administration Services Contractors. If the Contractor is providing Systems Administration Services, all Work Product provided by the Contractor and its officers, employees and agents shall comply with the following standards, as updated from time to time during the terms of the Contract, including but not limited to:
 - i. the *United States House of Representatives Minimum Standards for Supported Equipment*;
 - ii. the *United States House of Representatives Supported Software List*; and
 - iii. the *United States House of Representatives Information Security Policy for Wireless Handheld Devices (HISPOL 008.0)*.
- e. Changes in Standards Issued by the House. The House shall provide reasonable notice to the Contractor of changes in the standards that are issued by the House listed in this Section 17.0, except for changes the House's Information Security Officer must make in exigent circumstances. Changes in the standards that are issued by the House listed in this Section 17.0 will take effect immediately or as they themselves provide. Changes the House's Information Security Officer must make in exigent circumstances shall take effect immediately and the House shall provide reasonable notice to the Contractor of those changes after they take effect.

18.0 Significant Changes

The Contractor and the House must comply with the *Technology Support Policy on Significant Changes*, including any updates thereto by the House, during the term of the Contract. No Significant Change may be implemented without prior written notification to and prior written approval from the House. The Contractor acknowledges and understands that upon notification to and approval from the House of any Significant Change, the Contractor may be required, at the sole discretion of the House, to enter into an amendment or modification with the House to modify the Contract to reflect such change before the Significant Change can be implemented.



U.S. House of Representatives Minimum Standards for Supported Equipment

October 2011

Maintenance vendors are not required to provide support services for equipment below the Minimum Standards for Supported Equipment.

Modifications are in bold.

Personal Computers

Dual Core 1.6 GHZ or higher with at least 2 GB RAM and 80 GB hard disk

Laptop Computers

Intel Core 2 Duo 1.6 GHZ (AMD Turion X2 1.6 GHZ) 60 GB hard disk

Macintosh Computers

Intel Core Duo Processor

Macintosh Laptops

Intel processor



**U.S. House of Representatives
Supported Software List
October 2011**

Software added shown in **bold**.

Accounting	Anti-Virus
<ul style="list-style-type: none"> Congressional Accounting and Personnel (CAPS) 	<ul style="list-style-type: none"> Trend Micro OfficeScan for PC and Mac McAfee Security for Mac
Communications	Desktop Publishing
<ul style="list-style-type: none"> Cisco VPN Client AnyConnect NetMeeting (Windows XP and Vista Only)¹ Remote Desktop Connection Windows Remote Assistance 	<ul style="list-style-type: none"> PageMaker 7.0 Acrobat Standard 9.x²
Internet Software	Mail
<ul style="list-style-type: none"> Adobe Acrobat Reader 10 Internet Explorer 7.x & 8.x Firefox, 3.5 Safari 5.x Adobe Dreamweaver MX 2004, 8 Quick View Plus 9.x, 10.x³ 	<ul style="list-style-type: none"> Outlook 2003⁴, 2007, 2010 (32 bit) Outlook Web Access 2007 Entourage 2008⁷
Operating Systems	Scheduling
<ul style="list-style-type: none"> Windows XP (Professional) SP3⁵ Windows Vista (Enterprise, Ultimate)⁶ Windows 7 (Enterprise) Macintosh OS X 10.5 (Leopard) and later 	<ul style="list-style-type: none"> Outlook 2003⁴, 2007, 2010 (32 bit)
Spreadsheet	Word Processing
<ul style="list-style-type: none"> Microsoft Excel 2003⁴, 2007, 2010 (32 bit) 	<ul style="list-style-type: none"> Microsoft Word —2003⁴, 2007, 2010 (32 bit) WordPerfect —X3, X4
PDA Synchronization Software	Other Systems
<ul style="list-style-type: none"> BlackBerry Desktop Manager 5.0 or above Blackberry Handheld OS 4.5 or above iTunes 10.x iOS 4.2 and higher Android 2.2 and higher 	<ul style="list-style-type: none"> Financial Disclosure Microsoft Power Point 2003⁴, 2007, 2010 (32 bit) Avaya Intuity Message Manager 5.x
Legend	
<p>1 Support limited to features which are used to provide remote assistance to and from Windows XP systems</p> <p>2 Support limited to features which are used to publish office suite documents, spreadsheets, or presentations in Adobe portable document format (PDF)</p> <p>3 Quick View Plus licensing discontinued October 2010. Product support will sunset in October 2011.</p> <p>4 Microsoft Office 2003 Pro Extended Support end date 4/8/2014</p> <p>5 Windows XP Pro Extended Support end date 4/8/2014</p> <p>6 Windows Vista Enterprise Extended Support end date 4/11/2017</p> <p>7 Microsoft Office 2008 for Mac End of Support 4/9/2013</p> <ul style="list-style-type: none"> Office wishing to purchase third party software not list here should consult with manufacturer for support options and compatibility with Windows 7 64 bit Operating System. 	

Technology Support Policy on Significant Changes

All vendors providing correspondence management system services (“**CMS Services**”), computer hardware maintenance services (“**Maintenance Services**”) and/or systems administration support services (“**Systems Administration Services**”) (collectively, “**Technology Services**”) to Members, committees and leadership offices (each, a “**Client**”) must provide prior written notification to and obtain prior written consent from the Contracting Officer’s Representative (the “**COR**”) of any Significant Change.

A Significant Change shall not be implemented without the prior written approval of the COR. Upon notification to and approval from the CAO of any Significant Change, the Vendor may be required, at the sole discretion of the CAO, to enter into an amendment or modification with the CAO to modify the Master Technology Services Contract, by and between the vendor and the CAO, to reflect such change before the Significant Change can be implemented.

If a vendor providing Technology Services to a Client fails to comply with this *Technology Support Policy on Significant Changes*, the Office of the Chief Administrative Officer of the U.S. House of Representatives (the “**CAO**”) or the Client may delay or deny payment to such vendor in accordance with the contract (a) between the vendor and the CAO, or (b) between the vendor and the Client.

A Significant Change shall be defined as the following:

I. In the case of CMS Services:

- a. any (i) feature changes; (ii) feature updates; (iii) new features; (iv) software changes; (v) changes in a support plan; (vi) changes in pricing or a pricing list; (vii) changes in a marketing campaign or marketing literature; (viii) additional services offered beyond those required in the *U.S. House of Representatives Technology Services Statement of Work*; (ix) arrangement between vendors for the purpose of selling, providing or delivering another vendor’s Technology Services; (x) assignment of any of the vendor’s rights, interests and obligations under a contract involving Technology Services with the CAO or a Client; or (xi) sale or transfer of ownership to a third party of (A) all or substantially all of the assets of the vendor or its successors or assigns, or (B) sufficient stock of the vendor to its successors to effect a change in control of the vendor or its successors or assigns.

Any feature or software changes referenced in this ~~Section I(a)~~ may be submitted online through the relevant intranet page on HouseNet.

II. In the case of Maintenance Services:

- a. any (i) changes in a support plan; (ii) changes in pricing or a pricing list; (iii) changes in a marketing campaign or marketing literature; (iv) additional services offered beyond those required in the *U.S. House of Representatives Technology Services Statement of Work*; (v) arrangement between vendors for the purpose of selling,

providing or delivering another vendor's Technology Services; (vi) assignment of any of the vendor's rights, interests and obligations under a contract involving Technology Services with the CAO or a Client; or (vii) sale or transfer of ownership to a third party of (A) all or substantially all of the assets of the vendor or its successors or assigns, or (B) sufficient stock of the vendor to its successors to effect a change in control of the vendor or its successors or assigns.

III. In the case of Systems Administration Services:

- a. any (i) changes in a support plan; (ii) changes in pricing or a pricing list; (iii) changes in a marketing campaign or marketing literature; (iv) additional services offered beyond those required in the *U.S. House of Representatives Technology Services Statement of Work*; (v) arrangement between vendors for the purpose of selling, providing or delivering another vendor's Technology Services; (vi) assignment of any of the vendor's rights, interests and obligations under a contract involving Technology Services with the CAO or a Client; or (vii) sale or transfer of ownership to a third party of (A) all or substantially all of the assets of the vendor or its successors or assigns, or (B) sufficient stock of the vendor to its successors to effect a change in control of the vendor or its successors or assigns.



U.S. House of Representatives Standards for New Purchases of Computer-related Equipment

October 2011

A set of criteria established by the Committee on House Administration to ensure technical excellence and quality performance and to eliminate premature obsolescence.

These are minimum standards for new purchases

PC STANDARD	
Please note bold indicates a modification has been made	
	<i>Please consider using the Blanket Purchase Agreements with CDWG and Dell, when ordering equipment.</i>
CPU	Intel Core 2 Quad 2.13 GHZ or higher
	AMD Phenom/Athlon II (TM) X4 2.2GHz or higher
RAM	4 GB expandable to 8 GB without removing chips
Ports	2 USB v2.0 or higher Ports front side recommended 2 USB v2.0 or higher Ports backside
DVD +/- RW Drive	12x Speed
Pointing Device	USB pointing device
Hard Disk Size	80GB
Processor Cache	2MB L2 Cache
Keyboard	101 key USB Keyboard
Video Display Adapter	256 MB RAM
Video Monitor	1024 x 768 non-interlaced resolution
Network Interface	IEEE 802.3 compliant; 10/100 NIC connector
Protocol Support	TCP/IP compliant as specified in RFC 1122 and RFC 1123
Operating System	Windows 7 Enterprise

Note: In order to make full use of more than 3 GB of RAM (video memory counts toward the total memory) in a computer requires use of a 64-bit operating system. 64 bit applications may be problematic and are not supported. See the Supported Software list for a list of supported applications.

PC LAPTOP STANDARD

Please note **bold** indicates a modification has been made.

	<i>Please consider using the Blanket Purchase Agreements with CDWG and Dell, when ordering equipment.</i>
CPU	Intel Core 2 Duo 2.4 GHZ or AMD Turion 64 X2 2.6 GHZ
Expansion Slots	1 SD memory card reader
RAM	4 GB
Ports	2 USB v2.0 or higher Ports
DVD +/-RW	8X Speed
Pointing Device	Stylus, TouchPad or Touchscreen
Battery	2 hour operating time
Hard Disk Size	80 GB
Video Display	12.1" color display with external SVGA port (15.4" Recommended)
Video Adaptor	256 MB
Network Interface	IEEE 802.3 compliant; 10/100 NIC connector (<i>Bluetooth and 802.11 a/b/g recommended</i>)
Operating System	Windows 7 Enterprise

NETBOOK and other Ultra-Mobile Form Factor devices

Functionality Recommendations

Netbooks and other ultra-mobile devices are not intended as replacements for laptops or notebooks.

Many of these devices have limited functionality. House offices should consider application requirements prior to selecting an ultra-mobile device and consult a Technical Support Representative (TSR) prior to purchasing an ultra-mobile device.

There are no restrictions on devices that are purchased solely for the purpose of accessing Internet information using public-carrier Internet services. These devices can be used to access the House's external Outlook Web Access (OWA) service (the device may not be able to open attachments to messages). **For those devices that do not support the House's current licensed anti-virus software, commercial off the shelf (COTS) anti-virus products may be required.**

PRIMARY FILE/PRINT/DATABASE SERVER STANDARD

Please note **bold** indicates a modification has been made

	<p>Member Offices electing to join the House Cloud File Service (HCFS) will not be required to purchase new server hardware.</p> <p>Applications sold by CMS Providers may require hardware with higher capabilities than those outlined herein. Offices are encouraged to consult with their vendor before purchase.</p>
CPU	2 Intel Core 2 Duo 2.2 GHZ
Bus Type	2 PCI Bus slots
RAM	4 GB expandable to 8 GB
Ports	1 Serial with 16550 UART (Optional) 1 Parallel (Optional) 4 USB Ports (6 Recommended if using external hard drive backup systems)
DVD +/- RW Drive	8X speed
Data Storage Minimum	100 GB (consult with your vendor and TSR to ensure adequate space for operating systems and server based applications in addition the 100 GB minimum free space for data.)
Hard Disk Speed	10,000 RPM (interface must be compatible with the drive speed)
Keyboard	101 key enhanced (USB) Optional
Video Display Adapter	SVGA with 64 MB VRAM and 1024x768x256 color support
Video Monitor	Optional
Network Interface	10/100 NIC on the system board; IEEE 802.3 compliant
Protocol Support	TCP/IP compliant as specified in RFC 1122 and RFC 1123
Backup	Must be able to backup all hard disk space. If drives are added later, the backup solution must be upgraded to accommodate the additional drives.
Uninterruptible Power Supply (UPS)	1400 watt (UPS must provide appropriate backup for the system)

NETWORK CAPABLE PRINTER STANDARD

Please note **bold** indicates a modification has been made

Please consider using the Blanket Purchase Agreements with [CDWG](#) and [Dell](#), when ordering equipment.

Printing Languages

PCL or Postscript

Printing Resolution

600x600 dpi

Networking

Ethernet connectivity option with TCP/IP support

RAM

If purchasing a postscript printer, the requirement is a minimum of 16 MB of RAM

Hard disks and non-volatile dynamic memory devices are not recommended.

SUPPLEMENTAL COMPUTER EQUIPMENT STANDARDS

	Please consult with your CAO Technology Support Representative (TSR) to ensure equipment compatibility and appropriateness prior to purchase of any computer related equipment.
Optical Scanner	2400x2400 dpi resolution
Networked Scanners, Digital Senders, or Multifunction Devices (New)	Devices with e-mail and LDAP functionality must allow the entry of a host name for the SMTP Relay and/or the LDAP server.
Printers and copiers	Printers and copiers using Thermal Film Transfer or Dye-Sublimation technologies are not authorized.
Apple Macintosh	Apple Laptop and Desktop computers must meet or exceed to the current minimum specifications offered directly from Apple for iMacs, Mac Mini, MacPro, MacBooks and MacBook Pros.
Other Computer Related Equipment	Members' offices are required to receive approval from a CAO Technical Support Representative (TSR) before purchase.

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER (CAO)

Facilities Management Directorate

652 Ford HOB

Phone: 202-226-6400

FORD DATA CENTER REQUEST FORM

Date: _____

CAO Business Unit: _____ Directorate & Branch: _____
 Office Contact: _____ Phone#: _____ E-mail Address: _____
 Equipment Delivery Location: _____ Equipment Installation Location: _____

PLEASE NOTE: IN ACCORDANCE WITH THE FOLLOWING FORD DATA CENTER TEMPORARY GUIDELINES, ANY REQUEST FOR CAO SYSTEM ACQUISITIONS REQUIRING DATA CENTER OCCUPANCY CANNOT BE APPROVED BY THE OFFICE OF FINANCE AND PROCUREMENT WITHOUT THE SIGNATURE OF THE FORD COMPUTER FACILITY OPERATIONS MANAGER

1. *THERE CAN BE NO NET INCREASE IN OVERALL POWER CONSUMPTION IN THE DATA CENTER*
2. *ALL EQUIPMENT INSTALLATIONS FOR DATA CENTER OCCUPANCY MUST HAVE PRIOR COORDINATION WITH THE COMPUTER FACILITY OPERATIONS MANAGER*
3. *LIMITED RESERVE POWER CAPACITY WILL BE MAINTAINED IN THE FORD COMPUTER FACILITY FOR CONTINGENCY USE*
4. *THIS APPROVED AND SIGNED REQUEST FORM MUST BE ATTACHED TO PROCUREMENTS IN PD AND ROUTED FOR OBLIGATION*

THE FOLLOWING EQUIPMENT IS REQUESTED TO BE PURCHASED FOR PLACEMENT IN THE FORD DATA CENTER:

EQUIPMENT DESCRIPTION	VENDOR MAKE/MODEL	QUANTITY IN UNITS	UNIT POWER IN WATTS	TOTAL POWER IN WATTS (Units x Watts)	BTU/hr OUTPUT (Watts x 3.4)	SPACE IN RACK UNITS (RU)

RACK LOCATION: MAIN DATA CENTER _____ IDF (MODEM ROOM) _____ CO-LOCATION SUITE _____

Items To Be Removed Upon Delivery Of This Equipment? No Yes
 IF YES, PLEASE COMPLETE THE FOLLOWING TABLE AND ATTACH EQUIPMENT REMOVAL FORM

EQUIPMENT DESCRIPTION	VENDOR MAKE/MODEL	QUANTITY IN UNITS	UNIT POWER IN WATTS	TOTAL POWER IN WATTS (Units x Watts)	BTU/hr OUTPUT (Watts x 3.4)

SIGNATURE OF FORD COMPUTER FACILITY OPERATIONS MANAGER OR DESIGNEE: _____

Contact Alan DeLuca at 202-226-6452 or Marcia Buford at 202-226-6534 for more information or with questions.

FORD DATA CENTER EQUIPMENT REQUEST (Power, Cooling, & Space Analysis)

Procurement Process CAO Business Units

- 1. CAO Business Unit identifies data center equipment need.**

This includes which HIR data center (ie: Ford immediately or ACF then to FHOB)
- 2. Solicit vendor quote which includes equipment power, heat and rack space specifications.**
 - a. Power specifications are needed for all electrical components.
 - b. Heat specifications in BTU are needed to ensure sufficient cooling exists.
 - c. Rack space specifications in rack units (RUs) needed for all equipment.
- 3. Business Unit completes Data Center Request form.**
 - a. Electronic version of request form will be sent to all HIR POC's that order equipment to be located in HIR Data Centers
 - b. A Computer Facility home page will be put up on HouseNet with a link to this document.
 - c. Education of this process and outreach to CAO Business Unit POCs responsible for ordering data center equipment will be performed.
- 4. Submit Data Center Request form to HIR Data Center manager (DCM).**
- 5. Data Center manager and business unit POC jointly analyze equipment request**
 - a. If simple and routine request for just a few electrical components, DCM may be able to do analysis.
 - b. If moderately complex and more than a few components, DCM and POC may need to meet to jointly analyze equipment configuration and come up with a solution on equipment request and data center location.
 - c. If highly complex configuration with many components are requested, DCM and POC may meet with HIR management to resolve equipment power, space, and location issues.
 - d. May need to revise equipment configuration and power specs so a feedback loop to Step 1 is in place.
- 6. Data Center manager approves request**
- 7. Data Center manager creates .pdf file of approved request**
- 8. PDF file electronically returned to POC in business unit.**
- 9. Business Unit attaches .pdf file in PD folder with related equipment procurement documents.**
- 10. PD folder routed for approval through CAO business unit.**
- 11. CAO AA or delegated authority approve/disapprove PR in PD.**
- 12. Approved procurements routed to Finance/Procurement for obligation.**

MEMORANDUM OF UNDERSTANDING

HIR Data Center Occupancy
between

[[VENDOR]]

and

HIR Facilities Management

Chief Administrative Officer
U.S. House of Representatives
July 12, 2011

This Memorandum of Understanding (MOU) serves as an agreement between [[VENDOR]] and HIR Facilities Management for the sole purpose of housing a Member/Committee Server in the HIR Ford Data Center.

In 1995, the Committee on House Oversight approved the concept of centrally located servers in the HIR Data Center to support Member and Committee office operations. [[VENDOR]] will be responsible for server administration, and HIR Facilities Management will be responsible for the physical and environmental infrastructure.

[[VENDOR]] shall conform to HIR Facilities Management policies and House Information Security Policies (HISPOLs), publications (HISPUBs), and forms (HISFORMs), as well as the completion of the appropriate House security checklist (i.e., Windows 2003, Unix, IIS, etc.) required for system security certification.

Additionally, [[VENDOR]] hardware must have dual power supplies and be able to support and integrate with a virtual machine architecture. This is a requirement for occupancy in the newly renovated facility. HIR Data Center is located in H2-652 of the Ford House Office Building. This room is secured by an access control system requiring authorization to enter. [[VENDOR]] and/or [[VENDOR]] staff requiring access to the Co-Lo room must obtain a House ID and will be subject to a criminal history records check by the US Capitol Police. Authorized [[VENDOR]] staff will have 24x7 access to H2-652A. Access is electronically logged upon entering and exiting the space. [[VENDOR]] may not bring unauthorized staff into the room. This space is shared by Multiple Member offices, Committees, and [[VENDOR]] personnel. House staff and vendors are required to secure the servers they maintain. [[VENDOR]] hardware may be required to be co-located within a rack with other systems.

HIR will provide floor and rack space in a rack enclosure cabinet capable of housing the [[VENDOR]] server (rack mounted only), access to a telephone, environmental controls to include uninterruptible power (UPS) and climate control. HIR will provide network services that include hubs, switches, and backbone connections. At this time, all servers will be connected using 10baseT.

Upon signature of this MOU, and provided there is sufficient existing power, space, and network connection capacity to accommodate additional servers in the Co-Location Room, HIR would require ten business days to prepare for the placement of the server into the room. HIR reserves the right to relocate and/or reconfigure Co-Location Room racks at the convenience of Data Center management providing that we give two weeks notice to our customers.

ACCEPTED BY: _____
[[VENDOR]]

Date

ACCEPTED BY: _____
Director of Facilities Management
House Information Resources
Office of the Chief Administrative Officer
U.S. House of Representatives

Date

CLIENT WORK ORDER (Technology Services)

THIS CLIENT WORK ORDER (this “**Client Work Order**”), dated as of _____, 20__
is made by and between _____
(hereinafter referred to as the “**Contractor**”) and _____
(hereinafter referred to as the “**Client**”) pursuant to that certain Contract, by and between the Contractor and the House, resulting
from Solicitation Number OPR11000035 (the “**Contract**”) between the Contractor and the House.

This Client Work Order, together with the terms of the Contract, constitutes a complete and separate agreement among the Client,
the Contractor and the House (the “**Integrated Agreement**”). All capitalized words and terms used in this Client Work Order
and not defined herein shall have the respective meanings as specified to them in the Contract or the Technology Services
Statement of Work. Pursuant to the terms of the Contract, the Client hereby engages the Contractor to provide the Technology
Services set forth below.

1. **Term.** The term of this Client Work Order shall commence on _____¹
and shall automatically expire upon completion of the Technology Services (as determined by the Client or the House) set
forth herein, unless otherwise earlier terminated in accordance with the Contract.
2. **Submission of Client Work Order.** Promptly after the Contractor and the Client have signed this Client Work Order, the
Contractor shall submit a copy to the House via email at **TechServicesContract@mail.house.gov**.
3. **Change Orders.** During the term of this Client Work Order, the Client or the Contractor may propose changes with respect
to the nature or scope of the Technology Services set forth in this Client Work Order (each a “**Change**”). The Client (or an
authorized signatory of the Client) and the Contractor must give prior written approval of a **Change** (a “**Change Order**”) before the work can be commenced. A Change Order shall specify any changes in the (a) work to be performed, (b) cost, and (c) timeframe for completion of the Change. Any such Change Order shall thereafter be deemed incorporated into and
made part of this Client Work Order and associated Integrated Agreement. Promptly after the Contractor and Client have signed a Change Order, the Contractor shall submit a copy of such Change Order to the House. The Client hereby
designates the following two (2) individuals as authorized signatories to sign a Change Order on the Client’s behalf:

Name: _____	Name: _____
Title: _____	Title: _____

4. **Contacts for Administration of Client Work Order.** Unless otherwise specified in this Client Work Order, any notices in
connection with this Client Work Order may be given by either party to the other by personal delivery, e-mail or facsimile.
Notices will be deemed communicated as of actual receipt. A party may change its name, e-mail, phone or facsimile under
this Section 4 by giving written notice thereof to the other party in conformity with the foregoing.

If to the Contractor:	If to the Client:	If to the House:
Name: _____	Name: _____	Name: _____
E-mail: _____	E-mail: _____	E-mail: _____
Phone: _____	Phone: _____	Phone: _____
Facsimile: _____	Facsimile: _____	Facsimile: _____

5. **Conflict.** In the event that the provisions of an Addendum and any attachments thereto conflict with the provisions of this
Client Work Order, the provisions of this Client Work Order shall govern solely to the extent of any such conflict and solely
with respect to the Integrated Agreement governing the Technology Services being performed under this Client Work Order.
6. **Inspection and Acceptance of Technology Services.** Items, labor and services purchased hereunder are subject to
inspection and acceptance by the Client or the House. Payment for any items, labor and services hereunder shall not be
deemed an acceptance thereof and is without prejudice to any and all claims that the Client may have against the Contractor.
7. **Certain Representations.** The Contractor hereby represents and warrants to the Client that the performance of the
Technology Services, the use of the Technology Services Software, Work Product, Contractor Pre-Existing Rights and Third
Party Software, and the Client’s exercise of the rights granted to the Client under this Client Work Order and the Integrated
Agreement, do not and will not infringe, misappropriate or conflict with any intellectual property right of any third party.
8. **Notification of Late Delivery.** If the Contractor cannot deliver the items in this Client Work Order in the time specified,
the Contractor must notify and obtain approval of the late delivery and the revised delivery date from the Client prior to the

¹ For recurring services, it is recommended for the term to end on the last day of the Congressional term, not on the last day of the calendar year.
5/17/2012

delivery date. Failure to meet delivery dates shall, at the option of the Client, without liability, in addition to other rights and remedies of the Client, relieve the Client of any obligation to accept and pay for any such items.

- 9. **Technology Services and Pricing.** This Section 9 contains a detailed, itemized description of the Technology Services to be provided by the Contractor to the Client under this Client Work Order. This description must include the following information for each item: (a) the corresponding price; (b) whether payment is one-time or recurring; and (c) the corresponding delivery date(s). **The Contractor must affix a copy of the quote for the relevant support plan(s) and relevant section of the corresponding pricing list(s)** (including but not limited to: monthly fees; setup fees; and data conversion fees to this Client Work Order.

1. CMS Services

Recurring Payments

Plan name: _____
 Period of Performance: _____ to _____
 Monthly Price: \$ _____ Total Amount Not-to-Exceed: \$ _____

One-Time Payments

Setup Fee: \$ _____ | Service Date(s): _____
 Data Conversion Fees: \$ _____ | Service Date(s): _____
 Other: _____ : \$ _____ | Service Date(s): _____

2. Maintenance Services

Recurring Payments

Plan name: _____
 Period of Performance: _____ to _____
 Monthly Price: \$ _____ Total Amount Not-to-Exceed: \$ _____

Time and Materials

Service(s): _____

3. Systems Administration Services

Recurring Payments

Plan name: _____
 Period of Performance: _____ to _____
 Monthly Price: \$ _____ Total Amount Not-to-Exceed: \$ _____

Time and Materials

Service(s): _____

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Client Work Order to be executed by their duly authorized signatories as of the date of this Client Work Order.

CLIENT

CONTRACTOR _____

Name:
Title:

By: _____
Name:
Title:

Technology Support Policy for Management of Contractor Access to House Resources

I. IDENTIFICATION BADGES

A. New Contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the Contractor employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday through Friday 7am to 7pm. House identification badges will not be issued to a Contractor employee unless the Capitol Police forms for a background check are submitted in accordance with this policy.

B. The Contractor shall ensure that the Contractor employee surrenders the House identification/access card upon termination of employment or performance is no longer required under the Technology Services Contract by and between the Contractor and the CAO (the “**Technology Services Contract**” or “**Contract**”). House identification/access cards shall be surrendered to the Contracting Officer’s Representative (the “**COR**”) and reconciled within two (2) business days following an employee termination or service release under the Contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 per week for each House identification/access card that is not returned to the COR within two (2) business days following an employee’s termination or employee service is no longer required under the Contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

C. Final payment will not be made under the Contract until all House identification/access cards that were issued under the Contract have been returned, and a release provided to the Contractor signed by the COR.

D. Lost House Contractor identification/access cards must be reported to the Office of the Sergeant at Arms Identification Services either by telephone or in person. There is a three (3) business day waiting period from the time the Contractor identification/access card is reported lost or stolen before a new identification/access card may be issued.

E. If the Contractor requires access to the House network, he or she will be asked to read and sign the *U.S. House of Representatives Principles of Behavior for Information System Users Form*. Once the Contractor is approved, he or she will receive instructions to report to the Office of the Sergeant at Arms, Identification Services Room to receive his or her House Contractor identification/access card.

II. PROSPECTIVE CONTRACTOR EMPLOYEES BACKGROUND CHECK

A. The U.S. Capitol Police (“**Capitol Police**” or “**USCP**”) will screen all Contractor employees working on the Contract who have access to House facilities or information in the performance of work related to the Contract. The COR or Point of Contact (the “**POC**”) will provide the Contractor with Capitol Police form CP-491 (or equal) to be filled out and returned for each employee the Contractor will have working in any capacity on the Contract. Forms for each employee working on the Contract shall be submitted prior to the commencement of work.

B. Upon submission of the required Capitol Police form, the Contractor will be instructed to report to USCP Headquarters, Identification Section to be fingerprinted and for the Capitol Police to perform a check of criminal history records. The original fingerprints must be delivered in person to the CAO Human Resources Department at H2-102 Ford House Office Building, Washington DC, 20515.

Note: Fingerprint cards may also be completed by a remote authorized law enforcement agency and returned via FedEx (overnight) to the CAO Human Resources Department at H2-102 Ford House Office Building, Washington DC, 20515 or via FedEx overnight service. **Do not mail by US Postal Service.** Please contact the COR or POC for more information and qualifying criteria.

C. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources Department, Director of Administration who will notify the COR and Contracting Officer. The COR will then direct the Contractor to immediately remove that employee from any work under the Contract.

D. All Contractor employees working on the Contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three (3) years. However, further background checks may be conducted at any time as is warranted.