

SOLICITATION, OFFER AND AWARD				1. Type of Solicitation: Sealed Bid (IFB) Negotiated (RFP)		Page 1 of 30	
2. Solicitation Number			3. Solicitation Title			4. Date Issued	
5a. Issued By			For Information, Contact:				
			5b. Name			5c. Phone	
			5d. Email				
SOLICITATION							
6. Offers must be received ON OR BEFORE EASTERN TIME at:						7. Delivery Arrangement	
the email address in Block 5d						FOB Destination	
the office address in Block 5a with ____ copies "*****" another location (see Section L)						FOB Origin	
8. Table of Contents							
	Sec.	Description	Page(s)		Sec.	Description	Page(s)
Part I – The Schedule				Part II – Contract Clauses			
	A	Solicitation, Offer and Award Form			I	Contract Clauses	
	B	Supplies or Services and Prices/Costs		Part III – List of Documents, Exhibits and Other Attachments			
	C	Description/Specifications/Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV – Representations and Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries and Performance			L	Instructions, Conditions, and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
	H	Special Contract Requirements					
OFFER <i>(must be fully completed by offeror)</i>							
9. The undersigned agrees to perform in compliance with the terms and conditions in the following pages if this offer is accepted within 120 calendar days from the date for receipt of offers specified in Block 6.							
10. Acknowledgement of Amendments <i>(the offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>		Amendment No.			Date		
		Amendment No.			Date		
		Amendment No.			Date		
		Amendment No.			Date		
		Amendment No.			Date		
11. Prompt Payment Discount <i>(Calendar Days)</i>		12. Authorized Signature					13. Date Signed
No. of Days			%				
14. Name and Address of Offeror		15. Signer Information <i>(type or print)</i> :					
		a. Name				b. Phone	
		c. Title					
		d. Email					
AWARD <i>(to be completed by Government)</i>							
16. Contract No. <i>(Solicitation No. + Suffix if applicable)</i>				17a. Name of Contracting Officer			
The signature of the Contracting Officer in Block 17 constitutes acceptance of the Offeror's proposal dated _____ and consummates the contract, which consists of this Solicitation, Offer and Award Form and the referenced proposal.				17b. U.S. House of Representatives Signature		17c. Date Signed	

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	OAM14080S	Data Center Space and Operations	

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 PRICING

Provide the pricing for all components of the Offeror's solution. Pricing is for the four year base period. At the time of the option renewal, price adjustments will be considered based on supported documentation for such adjustments, such as the BLS-CPI. Offeror is to propose the price mechanism to be utilized for such adjustments.

The respondents must complete the following pricing tables:

B.1.1 Installation / Setup

Provide installation pricing for various electrical services provide in the below table. The respondents can provide other configurations, but must respond to the base service for primary and backup power services.

Power Installation Services – Non Reoccurring Cost Table		
AC Electrical Services	Primary Power (A) Cost	Backup Power (B) Cost
208-240 V / 30 AMP Single Phase		
208-240 V / 30 AMP 3Phase		
208-240 V / 50 AMP 3Phase		
208-240 V / 60 AMP 3Phase		

Rack System – Non Reoccurring Cost Table	
Rack Type	Installation Cost
Two Post – Communications Rack	
Four Post – Communications Rack	
Four Post Enclosure (24x48)	
Four Post Enclosure (30x48)	
Is there a Two Post Enclosure?	

B.1.2 Monthly Reoccurring Charges

Provide monthly reoccurring charges related to electrical services and general (rack) data center space.

Monthly Services Reoccurring Cost Table		
AC Electrical Service	Primary Power (A) Cost	Backup Power (B) Cost
208-240 V / 30 AMP Single Phase		
208-240 V / 30 AMP 3Phase		
208-240 V / 50 AMP 3Phase		
208-240 V / 60 AMP 3Phase		
Rack System*		
	Monthly Cost	

*Pricing includes everything else, such as facility use, security, support, monitoring, etc.

End of Section B.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 Background and Objective

C.1.1 Introduction

The House of Representatives (hereinafter referred to as “the House”) requires data center (co-location) space in support of; 1) House data center operations and 2) with the ability to extend data center operations in support of the Library of Congress, Architect of the Capitol, U.S. Capitol Police, Congressional Budget Office, Government Accountability Office, Government Printing Office, and other supportive agencies of the Legislative Branch of the United States Government. The House establishes and publishes this Request for Proposals (RFP) in order to enter into a contractual relationship with a contractor who can provide, as needed, the recurring tasks defined in this Statement of Work (SOW). This solicitation will result in the contract of data center co-location space with a six year performance period. This solicitation is limited to the criteria detailed in the scope of work.

C.1.2 Organization

The Office of the Chief Administrative Officer (CAO) or appointed delegate is responsible for the coordination of all efforts associated with the services detailed within this solicitation. This includes, but is not limited to requirements gathering for all legislative tenants, general management oversight, technical oversight, pre/post installation services and support monitoring, service level enforcement, centralized billing and account reconciliation for the awarded contract.

C.2 Scope of Work

The following subsections describe the requirements of this solicitation. Offerors must follow the provided format, topic area and section labeling provided herein. This statement of work is organized as follows:

- Data Center/Facilities Requirements
- Security Requirements
- Network Connectivity Requirements
- Service Level Requirements
- On-Site Technical Support Requirements

C.2.1 Contract Occupancy

The House anticipates the potential need for build-out of planned facilities and the potential need to update and or modify existing facilities to accommodate House requirements. As such, the effective date for the base period of performance for this contract will commence upon occupancy in lieu of the traditional contract award.

C.2.2 Data Center / Facilities Requirements

The facility must adhere to the technical and business requirements contained herein.

The facility (either built or planned) must:

C.2.2.1 – Be designed, built and concurrently maintainable per UpTime Tier III (3) or Tier IV (4) specifications.

C.2.2.2 – Provide non-raised floor environment per tenant requirements. The House will be the tenant of record and any other legislative branch or supporting agencies will participate through the House contract.

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In addition any other specialized requirements that emerge over the course of the contract will be addressed by the House and the building owner and agreed to in writing.

C.2.2.3 – Must provide “hot aisle” containment

C.2.2.4 – Must provide in rack power of 5kW – 20kW per the configuration described in Section B

C.2.2.5 – Must provide 24/7 environmental monitoring of data center and critical infrastructure

C.2.2.6 – Must not reside within a known flood plain C.2.2.5 – support an adaptive power environment without impacting customer operations

C.2.2.6 – Provide overhead distribution of power and communication cabling

C.2.2.7 – Provide diverse carrier neutral facilities

C.2.2.8 – Provide conduit and cable management to carrier facilities

C.2.2.9 – Support variable sized cabinets for communications, server and storage equipment

C.2.2.10 – Provide location of facility to include street address, city and state

C.2.2.11 – Provide 24/7 environmental monitoring of data center

C.2.2.7 – The facility must meet the following requirements

Location	Requirements	Miles
Capitol Hill to proposed facility	300-350 Miles (point to point)	
Nearest Railroad	10 miles or less	
Nearest Interstate Highway	50 miles or less	
Nearest Fire / Rescue Station	5 miles or less	
Nearest Police Station	10 miles or less	
Nearest Military Installation	100 miles or less	
Coast Line	100 miles or greater	

C.2.2.13 Facility must be located in an area that has limited impact from weather emergencies and other natural disasters.

C.2.2.8 – Must support the installation of multiple satellite antennas (5 meter dish) and protective domes.

C.2.2.8 – Must provide temporary meeting and/or work space for technical staff for approximately 20 concurrent visitors (either conference space or bullpen like office accommodations)

C.2.2.9 –Must be able to support the placement of long term staff due to disaster recovery actions or events through government provided on premise office trailers (800 square foot trailer), potential one per agency simultaneously.

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C.2.3 Security Requirements

The facility (either built or planned) must:

C.2.3.1 – Have 24x365 armed security presence

C.2.3.2 – Be accessible by authorized personnel 24x365

C.2.3.3 – Have perimeter fencing to prevent unauthorized access to grounds and facility

C.2.3.4 – Have entry man-trap to conduct proper screening of site employees, and visitors

C.2.3.5 – Have auditable biometric access control for access to facility

C.2.3.6 – Provide co-location cage assemblies for each agency and also be able to provide sub-allocation of space as needed by agency.

- Cage space access must be controlled with auditable biometric access control

C.2.3.7 – Have video security system collecting internal, external and perimeter activity

C.2.3.8 – Be able to achieve and sustain throughout the life of the contract security certifications associated with SSAE-16 SOC1 Type 2, SOC2 and SOC3

C.2.3.9 – Be able to achieve and sustain NIST-800 standards throughout the life of the contract and achieve annual internal (House) audit using NIST-800 standards

C.2.4 Network Connectivity Requirements

The facility must operate as a carrier neutral facility and must:

C.2.4.1 – Ensure that all carriers have a diverse presence within the facility

C.2.4.2 – Ensure that carrier provided services can be diversely extended out to customer racks

C.2.4.3 – Ensure that predominate carriers are available within the facility – Verizon, Century Link, Level 3, AT&T, Comcast, Time Warner, etc.

C.2.5 Service Level Requirements

Data center services shall be measured using the following service level objectives: site and power availability with a coverage period of 24 hours a day, 7 days per week. The following represents the required service level objections:

C.2.5.1 – The offeror must accept the following base service level objectives;

Availability Objectives	SLA
Site Availability	100%
Power Availability	100%

C.2.5.2 – And the following change notification, time to repair and incident notification:

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Other SLA Objectives	SLA
Change Notifications	Notification - 48 Hours Implementation of change from time of notification – no more than 5 business days
MTTR	
Low Level or Information	No timeframe
Minor	24 hours or less
Major	8 hours or less
Critical	4 hours or less
Incident Notifications	30 minutes or less

C.2.5.3 – Service credit as follows:

Availability Measure	Service Credit
99.999% to 100%	No credit
99% to 99.999%	10% of MRC
98% to 98.999%	20% of MRC
97% to 97.999%	50% of MRC
Less than 96.999%	100% MRC

The actual finalized service level agreement shall be negotiated prior to lease signing.

C.2.6 Onsite Technical Support Requirements

The facility must:

C.2.6.1 – Have onsite technical support for general facilities related questions and concerns

C.2.6.2 – Have 24/7 onsite technical support for completing and troubleshooting network connectivity issues to carrier neutral facilities

C.2.6.3 – Have onsite project management to support all aspects of transition into facility. You must fully cooperate and have an onsite project manager for phase-in/phase-out processes.

End of Section C.

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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.

End of Section D.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.003 INSPECTION OF SERVICES JUNE 2002

- E.1.1 Services as used in this clause, also includes workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the contractor shall be maintained and made available to the Contracting Officer (CO) and the Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after the expiration of the contract's period of performance.
- E.1.3 The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that shall not unduly delay or impede the contractor's work.

E.2 HC.5.005 INSPECTION AND ACCEPTANCE AUGUST 2002

- E.2.1 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 and applicable task orders. 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, shall be provided to the contractor by the COR. 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.
- E.2.2 Written notification of negative quality assurance review results shall be furnished within thirty days after completion of quality assurance reviews.
- E.2.3 All subcontracts awarded by the contractor shall be subject to the CO's prior written approval and the provisions specified above, as noted at the time of approval.
- E.2.4 All facilities utilized by the contractor in performance of work under this contract shall be subject to inspection by officials of the House.
- E.2.5 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.1 HC.5.004 FAILURE TO PERFORM AUGUST 2002

If the contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with performance requirements, the CO may, in addition to any other remedies specified elsewhere herein or available under applicable law, withhold payment for that portion of the services that do not conform to performance requirements. The CO may also require that the contractor compensate the House for any costs incurred by the House in ensuring that the work is performed, either by requiring the contractor to supply a replacement resource at no cost to the House, or by acquiring such services from another contractor and charging the difference in cost to the contractor who was unable to perform the services required.

End of Section E.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Due to the potential need to build-out facilities, and the potential need to update and/or modify existing facilities, the base period of performance of the contract for such services will commence upon notice to proceed and will be for four (4) years.

F.2 HC.6.005 OPTION TO EXTEND TERM OF CONTRACT MAY 2001

The House may extend the term of this contract one time for a period of two (2) years. Preliminary written notice to the Contractor of the House's intention to exercise this option will be at least 90 days before the contract expires.

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:

(a) 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;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) 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.

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:

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- (a) That debarment is being considered;
- (b) 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;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) 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;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) 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 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.6 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to 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 Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services. The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

End of Section F.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 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's) 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.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES FEBRUARY 2005

a. The Contracting Officer for this contract may be contacted as follows:

Contracting Officer
U.S. House of Representatives
Office of the Chief Administrative Officer
Office of Acquisitions Management
358 Ford House Office Building
Washington, D.C. 20515
(202) 225-2921

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):

The House shall appoint a COR upon award.

1. The COR, appointed by the CO, 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 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.

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- Submit periodic report(s) to the Contracts Specialist (CS).
- Provide the CS with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contracts Specialist:

The Contracts Specialist for this contract shall be appointed upon award of a contract. The CS 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.3 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, Address, Phone, Fax, E-mail

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 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.

G.4 HC.7.009 KEY PERSONNEL FEBRUARY 2005

- a. The contractor shall assign key personnel by name and title.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- 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. 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.5 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

- a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.
- b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The reports and deliverables include:
1. Monthly status report (Previous month's activities) by the 10th of the month. Monthly status report shall include, Contract information, Key performance status, Financial Status, Tickets issued (status, cost), tasks completed, task planned, issues, summary.
 2. Tickets – (opened, closed, or status change).
 3. System Status reports as required (Format and system to be determined).

G.6 HC.7.006 CONTRACT STATUS AND REVIEW MEETING FEBRUARY 2005

The COR, CS, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the

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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.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.7.003 INVOICES FEBRUARY 2005

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 U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract or Purchase Order Number, Invoice Number, Invoice Date

Invoice Page Number (each page of Invoice shall contain contractor Firm name, invoice number and date)

1. Work orders shall be identified as "tickets." Tickets issued under this contract will be identified by Ticket Number, Description, Manufacturer Part Number (Mfg Part #), Manufacturer (Mfg), Quantity (QTY), Unit of Measure (UM), Loaded Cost (Unit COST), Total Cost. If required, the COR may request additional data to support the purchase, in addition to the invoice.

d. The House does not pay federal, state or local taxes unless mandated by law.

e. 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.

G.9 SUBCONTRACTING

The Contractor shall insert all clauses in all subcontracts and request and receive prior approval in writing from the CO prior to subcontracting any part of this contract or using subcontractors on or off site in the performance of this contract. Award of a contract resulting from a proposal proposing a specific subcontractor shall be considered to be approval of use of that subcontractor, but in all respects, the prime contractor shall remain ultimately responsible for performance under the 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.

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G.11 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.

End of Section G.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE

H.1.1 The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

H.1.1.1 Workers' compensation and employee's liability insurance: minimum \$100,000 per incident; and

H.1.1.2 Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.

H.1.1.3 Other insurance as directed by the Contracting Officer.

H.1.2 The House reserves the right to add an additional insurance requirement during contract performance if circumstances or House Rules require it, and to treat such an occurrence pursuant to the customary rules governing contract performance.

H.2 HC.8.004 INFORMATION SECURITY

OCTOBER 2003

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 the rules, regulations, and sanctions outlined in House Information Security Policies (HISPOLs) and House Information Security Publications (HISPUBs). Any HISPOLs or HISPUBs relevant to this requirement may be obtained by contacting the Contracts Specialist assigned to this contract.

Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed necessary. In addition, contractor personnel must not remove Confidential Business Information or Confidential House Information from the Capitol campus.

All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.

H.3 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.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences, advertisements, or general information of any type pertaining to this contract will be made without prior written approval of the CO.

H.5 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

For contractors working in House spaces, the contractor agrees to post in all work areas an Emergency Evacuation Plan provided by the COR and to instruct all its employees regarding their obligations to follow such plans. Additionally, the contractor must also

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provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911 from a House phone.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

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 an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure 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.

End of Section H.

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SECTION I -- CONTRACT CLAUSES

I.1 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.2 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.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 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 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.

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I.6 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.7 HC.9.008 TAX EXEMPTION JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

I.8 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.

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.

I.10 HC.9.012 TERMINATION JUNE 2002

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, 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. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

I.11 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.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 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 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 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 or similar act of the House.

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I.14 HC.9.020 EMPLOYMENT ELIGIBILITY VERIFICATION

AUGUST 2012

a. Definitions. As used in this clause,

- (1) "Employee assigned to the contract" means an employee, of the Contractor, who was hired after December 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee:
 - a. Normally performs support work, such as indirect or overhead functions; and
 - b. Does not perform any substantial duties applicable to the contract.
- (2) "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.
- (3) "Subcontractor" means any party that furnishes supplies or services to or for a prime Contractor or another subcontractor.
- (4) "United States," as defined in 8 U.S.C. 1101(a)(38), means the fifty (50) States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

b. Enrollment and Verification Requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.
- (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 all new employees: (1) if the Contractor has been enrolled sixty (60) calendar days or more, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than 60 calendar days, within sixty (60) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.
- (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 Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>.

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

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

End of Section I.

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SECTION J - ATTACHMENTS

Attachment No.	Title	Pages
1	Affirmation of Non-Disclosure	1
2	Responsibility Matrix	1

End of Section J.

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

K.1 SYSTEM FOR AWARD MANAGEMENT

Prospective contractors shall be registered in the Systems for Award Management (SAM) database (www.sam.gov) prior to award of an order or agreement, except for

- (a) 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;
- (b) Classified contracts when registration in the SAM database, or use of SAM data, could compromise the safeguarding of classified information or national security;
- (c) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies;
- (d) Contracts to support unusual or compelling needs.

K.1.2 Definitions. As used in this clause

- (a) "System for Award Management (SAM) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
- (b) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- (c) "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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.
- (d) "Registered in the SAM database" means that
 - (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM 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 SAM registration process.

K.1.3 By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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.

K.1.4 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 SAM database.

K.1.5 If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

K.1.6 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.

K.1.7 The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the House's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating

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information in the SAM does not alter the terms and conditions of this order and is not a substitute for a properly-issued contractually binding document.

K.1.8 (a) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the order), or has transferred the assets used in performing the order, 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 SAM 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.

(b) If the Contractor fails to comply with the requirements of paragraph (1) of this clause, or fails to perform the agreement at paragraph (1)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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.

K.1.9 Offerors and Contractors may obtain information on registration and annual confirmation requirements at www.sam.gov.

K.2 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: 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; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, 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.

K.3 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the Offeror receives award of this contract, the award shall be based on the prices set forth in its proposal, provided that the House makes the award of the contract within 180 calendar days after receipt of the offer.

K.4 HC.11.021 GENERAL SERVICES ADMINISTRATION SCHEDULE OR GOVERNMENT-WIDE ACQUISITION CONTRACT CERTIFICATION MARCH 2004

If the prime contractor, offeror to receive award, holds a valid, currently in force, General Services Administration (GSA) Schedule or Other Government-Wide Acquisition Contract (GWAC) that allows placement of orders/awards against the applicable schedule or contract by a legislative branch agency, please provide the respective GSA Schedule or GWAC number, pertinent GSA Special Item Number(s) (SINs) or Contract Line Item Number(s) (CLINs), and contract end date along with the respective agencies contracting officer's name and phone number.

GSA Schedule or GWAC Number:

Contract End Date:

SINs or CLINs with Description: [List as necessary]

Contracting Officer Name:

Contracting Officer Telephone Number:

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K.5

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

End of Section K.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.003 SUBMISSIONS

MARCH 2004

Offeror shall e-mail its proposal to Christine Stewart at Christine.stewart@mail.house.gov ensuring that it is received no later than 2:00 pm local time on Tuesday, **November 25, 2014**. The subject of the email should include the name of the Offeror and the solicitation number OAM14080S. This is the only authorized submission method; the House shall not accept proposals submitted by fax or hardcopy. The e-mail shall not exceed 10 MB in size. In the event that the proposal exceeds 10MB, Offeror may submit more than one e-mail, provided that all e-mails associated with an Offeror's proposal are received no later than the time and date specified above.

All questions about this solicitation must be submitted in writing by Monday, **November 10, 2014** 2:00 p.m. EST. Questions and answers will be published in an amendment to the solicitation.

L.2 FORMAT AND CONTENT OF PROPOSALS

Offerors shall submit proposals in sufficient detail to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House's requirements and is the most advantageous to the House. Offerors shall submit information in a clear, concise, factual and logical manner. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements may be disqualified from further consideration. Offerors are directed to the specific proposal evaluation criteria found in Section M. Detailed instructions regarding the information the House requires in order to evaluate proposals are included in Section L.

It is the Offeror's responsibility to carefully read, understand and comply with all solicitation instructions. Failure to comply with solicitation instructions is solely at the Offeror's risk.

L.2.1 Proposal Submission

Volume I: Pricing, Reps and Certs

- A. The RFP form, with blocks 10 through 15 completed, as applicable;
 - B. Section K, Representations, Certifications, and Statements of Offerors; and
 - C. Complete pricing as stipulated in Section B.1 and insert here. Offerors are to propose the price mechanism to be utilized for any price adjustment request for consideration at the option renewal.
- If applicable, offerors shall include their Federal Supply Schedule contract number (or contract number of other (competitively awarded) government-wide contract on which the proposal is based) and indicate the percentage of any discount from that rate being offered to the House.

Volume II: Technical

Factor 1 - Technical

The response should include a detailed description of how the Offeror's proposal will meet the technical requirements listed in the Statement of Work.

This section of the technical proposal should include, but is not limited to, the following:

A. Be designed, built and concurrently maintainable per UpTime Tier III (3) or Tier IV (4) specifications. The following supporting documentation must be provided as part of the response:

- One-Line drawing of critical infrastructure supporting the data center and facility. Drawing must include end-to-end power distribution and cooling architectures.
- High level drawing(s) with clear delineation of:
 - Building structure
 - Security perimeter and security check points

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- Demarcation of network services
- Demarcation of power services
- Demarcation of other building utilities
- Onsite power generation (backup power) and fueling
- Current/proposed list of tenants
- Potential for growth of the facility and data center environments

B. With regard to "hot aisle" containment:

- 1) Describe how you will support in rack power of 5kW – 20kW.
- 2) Describe how you will support an adaptive power environment without impacting customer operations.
- 3) Describe how you will:
 - provide overhead distribution of power and communication cabling
 - provide diverse carrier neutral facilities
 - provide conduit and cable management to carrier facilities
 - support variable sized cabinets for communications, server and storage equipment
 - provide location of facility to include street address, city and state
 - provide 24/7 environmental monitoring of data center

C. Provide the distance between facility and the following:

Location	Requirements	Miles
Capitol Hill	300 – 350 Miles	
Nearest Railroad	10 miles or less	
Nearest Interstate Highway	50 miles or less	
Nearest Fire / Rescue Station	5 miles or less	
Nearest Police Station	10 miles or less	
Nearest Military Installation	100 miles or less	
Coast Line	100 miles or greater	

D. Provide historical information pertaining to hurricanes, tornados and other severe storms impacting facility and region.

- 1) Provide proof that it is not located in a flood plain.
- 2) Provide historical information on seismic activities impacting the facility and region.
- 3) Provide floodplain information and corresponding special flood hazard maps for region.
- 4) Provide environmental and weather related information:

Annual mean temperature	
Annual average dew point	
Annual average humidity percentage	

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Annual precipitation (rain fall)	
Annual precipitation (snow fall)	

E. Provide quantified zoning documentation (proof of zoning) allowing installation of antennas.

F. Provide proof that the facility will operate as a carrier neutral facility; that all carriers have a diverse presence within the facility; that predominate carriers are available within the facility.

1) Provide for each carrier present within the facility:

- Vendor Name
- Capabilities current deployed and planned
- Design Layout Record (DLR)
- General network topology

G. Describe security requirements pursuant to Section C.2.3.

H. Demonstrate how service level requirements in Section C.2.5 will be met.

Factor 2 - Experience/Past Performance

A. Firm Experience:

1. The Offeror can successfully demonstrate that it has provided the same or similar services by submitting a Project List identifying all projects for the same or similar services that the Offeror has provided within the last three years, whether as a prime contractor or a subcontractor. The Offeror should provide detailed information that describes them—who, what, when and where regarding the Offeror's experience in providing the services being solicited.
2. The number of years the Offeror has been in business in its present form, or any predecessor form.
3. The full names, titles, place in the organizational chart and brief descriptions of the Offeror's principals and key staff relevant to this solicitation, including years of experience, prior affiliations, and relevant credentials in the areas of services being solicited.

B. Past Performance:

The Offeror shall provide references for five (5) of the projects provided under Firm Experience above. No more than one (1) reference shall be for projects that have not yet been completed and at least one (1) shall be for public sector clients.

1. 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.

Factor 3 – Management Plan/Corporate Capabilities

The Contractor shall describe the overall approach and organizational support structure in providing the products and services in accordance with Sections B and C. This section should include a description of, but is not limited to, the following:

1. A support model that includes the pre- and post- implementation processes, with an escalation path;
2. The firm's capabilities and partners to support the House and the other Legislative Branch entities and the stated requirements.

L.3 RESTRICTION ON DISCLOSURE AND USE OF DATA

- (a) Offerors that 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 do the following:
 - (1) Mark the title page with the following legend:

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“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, an award is made 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 order. 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

- (2) 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.”

L.4 LATE SUBMISSIONS AND REVISION OF PROPOSALS

Any proposal or revision to a proposal received by the CO after the time specified for receipt will not be considered. Proposals may be withdrawn by e-mail or other written notice received at any time before award.

End of Section L.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.003 EVALUATION OF PROPOSALS

MAY 2002

The House intends to make an award to the responsible Offeror whose offer, conforming to the solicitation, is the most advantageous to the House, price and other factors specified in the solicitation considered.

The evaluation factors are as follows:

Factor 1 – Technical

Factor 2 – Experience/Past Performance

Factor 3 – Management Plan/Corporate Capabilities

Factor 4 - Price

The Offeror's proposal shall be assigned a rating for each evaluation factor as follows:

Unsatisfactory (fails to meet requirements; major deficiencies that are uncorrectable or are correctable only through a complete proposal revision);

Marginal (marginally meets requirements; major deficiencies that may be correctable, but lacks essential information to demonstrate acceptability);

Satisfactory (meets requirements and may exceed requirements in some instances; minor deficiencies that are correctable); or

Outstanding (meets all requirements with no deficiencies, and exceeds requirements in significant ways beneficial to the House).

The ratings shall guide the House in making an award decision based upon the evaluation criteria. Merely meeting the minimum technical requirements shall not necessarily result in an award; the House intends to make an award only to the Offeror who, when compared with other Offerors, is the most advantageous to the House based on the evaluation factors. A rating of Unsatisfactory for any evaluation factor will render that Offeror ineligible for an award, and the House need not further evaluate any other factors.

Price

Proposed prices will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to validate the Offeror's understanding of the requirements, assess potential risks inherent in the Offeror's approach, and the estimated costs to correct any deficiencies in the Offeror's proposal. 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 constraints and may be cause for rejection of the proposal. The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. The burden of proof as to price credibility rests with the Offeror.

M.2 AWARD

The House may reject any or all quotes, if such action is in its interest and waive informalities and minor irregularities in quotes received.

The House contemplates making one award without discussion. Therefore, each proposal should contain the Offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

End of Section M.

Affirmation of Non-Disclosure

This statement should be signed by *employees whose positions are created by the Committee on House Administration under the House Employees Position Classification Act that have access to electronic communications services*. This statement should also be signed by personnel contracted to provide electronic communication or consulting services with or to the House at large. This affirmation must be signed prior to commencement of work by such House or contractor employees. *Copies of the executed oath shall be retained by the employing authority as part of the records of the House.*

I do solemnly swear (or affirm) that I will not disclose any information relating to private or privileged electronic/verbal/written communications received in the course of my service with or to the U.S. House of Representatives, except as authorized by the Committee on House Administration or in accordance with the Rules of the House of Representatives.

Contractor Personnel Name

Title

Signature

Date

Company Name: _____

Contract Number: _____

Contractor Program Manager: _____

Attachment J.2 – Responsibility Matrix

Data Center Responsibility Matrix

The following table is provided as the precursor of vendor and government responsibilities associated with the leasing of data center space. Formalized responsibilities will be further out line in the Service Level Agreement developed prior to lease signing.

Vendor Responsibilities	
Critical Infrastructure	100% availability
Power, Battery Backup, Power Generation and Cooling	24x7x365
Maintenance and Management	Communicate all maintenance activities 48 hours in advance
Physical Security (Access Controls)	24x7x365
Rack installation	As needed per time lines defined in SLA
Power distribution	As needed per time lines defined in SLA
Government Responsibilities	
Installation of Government owned and operated hardware	
Maintaining Access Roster	