

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   2</b>
---------------------	-----------------------------------	--	-----------------

TABLE OF CONTENTS

SECTION B SUPPLIES OR SERVICES AND PRICING

**B.1 Pricing Schedule**

SECTION C DESCRIPTION OF SUPPLIES AND SERVICES

**C.1 Description /Specifications/Scope of Services**

SECTION D – Packaging and Marking

**D.1 Payment of Postage and Fees**

**D.2 Packaging and Marking**

SECTION E – Inspection and Acceptance

**E.1 Inspection**

**E.2 Acceptance**

**E.3 Title / Transfer/ Risk of Loss**

SECTION F – Deliveries or Performance

**F.1 Period of Performance**

**F.2 Option to Extend the Term of the Contract**

**F.3 Place of Performance**

**F.4 Notice to the House of Delays**

**F.5 Suspension and Debarment**

**F.6 Payment for Non-Performance**

SECTION G – Contract Administration

**G.1 Authorized House Representatives**

**G.2 Authorized Contractor Representative**

**G.3 Delegation of Authority**

**G.4 Post Award Conference**

**G.5 Invoices**

**G.6 Remittance Address**

**G.7 Reports / Plans / Schedules**

**G.8 Contract Status and Review Meetings**

**G.9 Resolving Contract Performance Issues**

**G.10 Disputes**

**G.11 Modifications**

**G.12 Termination**

**G.13 Release of Claims**

SECTION H – Standard Contract Clauses

**H.1 Contract Type**

**H.2 Availability of Funds**

**H.3 System for Award Management**

**H.4 Insurance**

**H.5 Federal Tort Claims Act**

**H.6 Excusable Delays**

**H.7 Warranty**

**H.8 Substitutions**

**H.9 Buy American**

**H.10 Most Favored Customer Pricing**

**H.11 House Rules and Regulations**

**H.12 Compliance with Laws**

**H.13 House Information**

**H.14 Information Security**

**H.15 Non-Disclosure Agreement**

**H.16 Protection of Contractor Proprietary Data**

**H.17 Examination and Audit**

**H.18 Limitation of Liability and Indemnification**

**H.19 Non-Exclusivity of Rights and Remedies**

**H.20 Flowdown and Subcontractors**

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   3</b>
---------------------	-----------------------------------	--	-----------------

- H.21 **E-Verify**
- H.22 **Background Checks**
- H.23 **Identification Badges**
- H.24 **Key Personnel**
- H.25 **Authorized Use by Other Legislative Entities**
- H.26 **Covenant Against Gratuities**
- H.27 **Conflicts of Interest**
- H.28 **Advertising / Promotional Materials**
- H.29 **Incidental Services, Travel and Other Expenses**
- H.30 **Severability**
- H.31 **Assignment**
- H.32 **Order of Precedence**
- H.33 **Safety Awareness**
- H.34 **Waiver of Rights**
- H.35 **Privacy and Confidentiality**

SECTION I – Special Contract Clauses

- I.1 – I-12 *Not applicable to this Solicitation*
- I.13 **Concession Terms and Contracts**
- I.14 **Quality Assurance Surveillance Plan**
- I.15 **Vendor Performance Evaluation**

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- J.1 - 8 **Attachments**

SECTION K – Representations, Certifications and Other Statements of Offerors

- K.1 **Financial Information**
- K.2 **Insurance Information**
- K.3 **Company Background and Identifying Information**
- K.4 **Quality Assurance Information**
- K.5 **Responsibility Certification**
- K.6 **Certification of Independent Price Determination**
- K.7 **Authorized Company Officials**
- K.8 **Organizational Conflicts of Interests**
- K.9 **Buy American Act Certification**
- K.10 **General Services Administration Schedule Contract or Government-Wide Acquisition Contract Certification**
- K.11 **System for Award Management**
- K.12 **Signature**

SECTION L – Instructions, Conditions and Notices to Offerors

- L.1 **Content of Proposals**
- L.2 **Submission of Proposals**
- L.3 **Late Submissions and Revision of Proposals**
- L.4 **Acknowledgement of Amendments to Solicitation**
- L.5 **Information Distribution and Contacts**
- L.6 **Restriction on Disclosure and Use of Data**

SECTION M – Evaluation Factors for Award

- M.1 **Evaluation Factors for Award**
- M.2 **Basis for Award**
- M.3 **Contract Award**

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page 4</b>
---------------------	-----------------------------------	--	---------------

**SECTION B – PRICING SCHEDULE**

SEE ATTACHMENT J. 8 – PRICING PROPOSAL TEMPLATE

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   5</b>
---------------------	-----------------------------------	--	-----------------

## **SECTION C – DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES**

### **C.1 STATEMENT OF WORK**

SEE ATTACHMENT J.1 – STATEMENT OF WORK





Solicitation	Document No.: OAM17012S	Document Title: HOUSE STAFF FITNESS CENTER	Page 8
--------------	----------------------------	---	--------

## SECTION F – DELIVERIES OR PERFORMANCE

F.1                                      PERIOD OF PERFORMANCE                                      APRIL 2013

Contract period of performance shall extend from March 01, 2017 through February 28, 2018.

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

a. Extension. The House may extend the term of this Contract up to 2 times for a period of 24 months each. Preliminary written notice to the Contractor of the House’s intention to exercise these options will be at least thirty (30) calendar days before the Contract expires. The preliminary notice does not commit the House to an extension.

b. Total Term. The total duration of this Contract, including the exercise of any options under this clause shall not exceed 5 years.

F.3                                      PLACE OF PERFORMANCE                                      APRIL 2013

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

F.4                                      NOTICE TO THE HOUSE OF DELAYS                                      DECEMBER 2014

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with this Contract, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately notify the COR by telephone and follow-up in writing to the COR within two (2) business days after the verbal notice, giving pertinent details. This notification does not relieve the Contractor of its obligations to meet the delivery and/or performance requirements of this Contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this Contract. Failure to meet delivery/completion dates shall relieve the House of any obligation to accept and pay for any such goods, equipment and/or services at the option of the House and without liability.

F.5                                      SUSPENSION AND DEBARMENT                                      APRIL 2013

a. Policy. The House will solicit offers from, award contracts to and consent to subcontracts with responsible contractors only. The prime contractor is responsible for vetting its subcontractors. Although recognized as a serious administrative action, the House may suspend or debar contractors if necessary to protect the U.S. Government’s interest.

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   9</b>
---------------------	-----------------------------------	--	-----------------

- i. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract;
- ii. violation of Federal or State antitrust statutes relating to the submission of offers;
- iii. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
- iv. delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000);
- v. knowing failure by a principal, until three (3) years after final payment on any Government contract awarded to the Contractor, to timely disclose to the Contracting Officer, in connection with the award, performance or closeout of the contract or subcontract thereunder, credible evidence of a: (A) violation of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code; (B) violation of the civil False Claims Act (31 U.S.C. 3729-3733); or (C) significant overpayment(s) on the Contract; or
- vi. commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the Government contractor or subcontractor.

Indictment for any of the causes listed above constitutes adequate evidence for suspension and/or debarment. The House may, upon adequate evidence, also suspend a contractor for any other cause so serious or compelling a nature that it affects the present responsibility of the Government contractor or subcontractor.

- c. Suspension. If suspended, the Contractor is temporarily disqualified from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, pending the completion of an investigation and any ensuing legal proceeding(s).
  - i. *Procedures*. The Contracting Officer initiates suspension and debarment proceedings. If the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the individual or company immediately by certified mail, return receipt requested:
    - 1. that the individual or company has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities: (A) of a serious nature in business dealings with the House; or (B) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
    - 2. that the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
    - 3. of the cause(s) relied upon for imposing suspension;
    - 4. of the effect of the suspension; and
    - 5. that, within thirty (30) calendar days after receipt of the notice of suspension, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   10</b>
---------------------	-----------------------------------	--	------------------

- d. GSA Notification. The House reserves the right to notify GSA if the Contractor is suspended, debarred or proposed for suspension or debarment by the House.
- e. GSA Suspension and Debarment. After being listed on the System for Award Management (“SAM”), the House shall not solicit offers from, award contracts to or consent to subcontracts with the listed contractor, unless the House’s Chief Administrative Officer determines that there is a compelling reason for such action. Furthermore, contractors listed on SAM are excluded from conducting business with the House as agents or representatives of other contractors.
- f. Debarment. If debarred, the Contractor is excluded from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, for a defined period of time, generally not to exceed three (3) years.
- i. *Procedures*. If the Contractor and any specifically named affiliates are proposed for debarment, the House shall advise the individual or company immediately by certified mail, return receipt requested:
1. that debarment is being considered;
  2. of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;
  3. of the cause(s) relied upon for proposing debarment;
  4. that, within thirty (30) calendar days after receipt of the notice, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
  5. of the effect of the issuance of the notice of proposed debarment;
  6. of the potential effect of an actual debarment; and
  7. of the House’s procedures governing debarment decision-making.

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

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   11</b>
---------------------	-----------------------------------	--	------------------

F.6

PAYMENT FOR NON-PERFORMANCE

APRIL 2013

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page 12</b>
---------------------	-----------------------------------	--	----------------

## SECTION G – CONTRACT ADMINISTRATION

G.1                                      AUTHORIZED HOUSE REPRESENTATIVES                                      APRIL 2013

a. Contracting Officer.

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

b. Contracting Officer’s Representative.

- i. *Responsibilities.* The COR, appointed in writing by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer’s responsibilities. The responsibilities of the COR include, but are not limited to: (1) determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this Contract; (2) ensuring compliance with the contract requirements insofar as the work is concerned; (3) advising the Contracting Officer and Contracts Specialist of any factors which may cause delays in delivery and/or performance of the work; and (4) conducting or witnessing the conduct of any inspections and/or tests that may be required by the Contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing and/or delivery schedules of the Contract or direct the Contractor to perform services outside of the scope of the Contract.
- ii. *Additional Responsibilities.* Additional responsibilities of the COR are as follows: (1) monitor and evaluate contract performance, including preparing Vendor Performance Evaluations; (2) review, approve and process contractor invoices; (3) submit periodic report(s) to the Contracts Specialist; and (4) provide the Contracts Specialist with notification of intent to exercise options or renewals ninety (90) calendar days prior to expiration date.

c. Contracts Specialist. The Contracts Specialist prepares all modifications to this Contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or the Contractor on behalf of the Contracting Officer.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   13</b>
---------------------	-----------------------------------	--	------------------

G.2 AUTHORIZED CONTRACTOR REPRESENTATIVE (ACR) APRIL 2013

The ACR serves as the Contractor’s liaison between the Contractor and the COR. The ACR shall provide periodic status reports to the COR pursuant to the clause titled, “Reports / Plans / Schedules” of this Contract. All status reports, schedules and invoices must be approved by the COR in accordance with the terms and conditions of the Contract. The Contractor shall provide the name of the ACR to the House upon submission of a proposal and notify the House of any subsequent changes.

G.3 DELEGATION OF AUTHORITY APRIL 2013

The parties to this Contract, in their discretion, may delegate to representatives within their respective organizations any of their administrative functions in connection with this Contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this Contract will be made in writing to the Contracting Officer.

G.4 POST AWARD CONFERENCE APRIL 2013

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

G.5 INVOICES DECEMBER 2014

- a. Invoice Information. A proper invoice shall minimally include:
  - Contractor Name, Address and Phone Number
  - Name of Contractor Point of Contact
  - House Contract Number
  - Work/Delivery Order Number (as appropriate)
  - Invoice Number
  - Invoice Date
  - Invoice Page Number (each page of an invoice shall minimally also contain the Contractor name, invoice number and invoice date)
  - Payment Terms, if appropriate (example: 2% 10 - net 30)
- b. Deliverables. For each deliverable included on the invoice, the invoice shall include, as applicable:
  - Contract Line Item Number
  - Period of Performance
  - Brief Description of Item
  - Quantity Delivered
  - Unit Price
  - Extended Price
  - Total Price of all deliverables contained on Invoice
- c. Submissions. Invoices for goods, equipment and services shall be submitted by e-mail or facsimile to the point of contact specified in the Contract.
- d. Discounts. For services and goods (other than equipment), any cash discount period will be computed from the date the invoice is received. For equipment, any cash discount period will be computed from the date/time stamped on the EIN form.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   14</b>
---------------------	-----------------------------------	--	------------------

- e. Follow-up Invoices. All follow-up invoices shall be marked “Duplicate of Original” on all pages. Any questions from the Contractor regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
- f. Taxes. The House is exempt from all direct taxes, including any sales and use taxes.
- g. Freight. In general, all freight, shipping and handling charges are the responsibility of the Contractor. Unless expressly included and itemized in the Contract, no charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fee, permits, cost of bonds or for any other purpose will be paid by the House.
- h. Equipment Installation Notice. No payment for equipment (*i.e.*, goods/items with a serial number) will be made unless an EIN form, complete with serial numbers, or other commonly used Product Identification Numbers of delivered equipment, maintenance information and signature of the Member, Chairperson or Officer in the office receiving the equipment, is provided to the CAO Central Receiving. The installation date, warranty period and maintenance start date, if applicable, will commence on the CAO time stamp date which appears on the EIN form, regardless of the actual installation date.

G.6 REMITTANCE ADDRESS APRIL 2013

- a. Electronic Funds Transfer. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by EFT. To enable the House to send payments electronically to the Contractor’s financial institution, the Contractor must first complete an EFT enrollment form to provide a signature and certain information regarding the financial institution. Please visit the House’s website at [www.house.gov](http://www.house.gov) for appropriate forms or call the EFT Help Line at 202-226-2277.

G.7 REPORTS / PLANS / SCHEDULES APRIL 2013

All reports, plans, schedules and other submittals required to be submitted by the Contractor to the House under this Contract are subject to approval by the Contracting Officer, or, if authorized by the Contracting Officer, the approval of the COR.

- a. Approval. Until the Contractor’s required submissions are approved by the Contracting Officer (or the COR, if authorized), the Contractor’s performance will continue to be governed by the Contractor’s previously approved submissions, or as directed by the Contracting Officer (or the COR, if authorized).
- b. Minimum Information. At a minimum, the performance summary report shall include the following information:
  - i. reporting period;
  - ii. the Contractor’s name and contact information;
  - iii. description of the work accomplished during the reporting period (*i.e.*, new installations, relocations, etc.), including, at a minimum, a list of (1) itemized tasks completed and a description of the support/services utilized; (2) hours/dollars expended by tasks; and (3) task status;
  - iv. a summary of the anticipated activity for the next reporting period; and
  - v. a summary of outstanding issues and the proposed solution for said issues.
- c. Additional Information. The Contractor shall provide the COR performance summary reports acceptable in content and format. The House may request that the Contractor provide additional information in connection with any performance summary report submitted. If additional information is requested, the Contractor shall provide the COR the requested information within ten (10) calendar days of the request or sooner as requested

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   15</b>
---------------------	-----------------------------------	--	------------------

by the COR. Failure to submit an acceptable performance summary report may subject the Contractor to penalties for non-performance and/or jeopardize renewal of this Contract.

- d. Timeframes. The Contractor's on-time submission of the required deliverables is critical to the overall successful performance of the Contract. The reports shall be submitted as requested by the COR

G.8 CONTRACT STATUS AND REVIEW MEETINGS APRIL 2013

As determined necessary by the COR, contract review/status meeting shall be scheduled. The purpose of the meetings is to review the performance summary reports, performance evaluations, current/outstanding issues and provide the Contractor with any House-related informational materials. The House will use these meetings as a tool to monitor the Contractor's performance and to address and resolve potential problems, which will increase the likelihood of successful Contract performance.

G.9 RESOLVING CONTRACT PERFORMANCE ISSUES APRIL 2013

- a. Notification. The Contractor shall immediately bring all performance issues to the attention of the COR. Likewise, the COR shall immediately bring all real or apparent performance issues to the attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of this Contract.
- b. Resolution. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the Contract, the COR will immediately notify the Contracting Officer. The Contracting Officer, with input from the COR, Contracts Specialist and subject matter experts, if necessary, will attempt to resolve performance issues to the mutual satisfaction of both the House and the Contractor.
- c. Remedies. If performance issues cannot be resolved to the mutual satisfaction of both the House and the Contractor, the Contracting Officer may pursue any of the remedies provided for under this Contract, up to and including termination of all or part of this Contract.

G.10 DISPUTES DECEMBER 2014

The parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute persists, the parties shall follow the administrative procedures set forth in the "Disputes" section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request and are described below:

- a. Submission of Claim. The Contractor may submit a written claim to the Contracting Officer seeking a final decision. The period for submission of written claims expires six (6) months from the date of completion of the Contract. The Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's direction during the entirety of the dispute or appeal process. A claim by the Contractor shall be decided by the Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy of the final decision to the Contractor. The Contracting Officer's decision on the dispute shall be final unless the Contractor appeals to the Chief Administrative Officer as set forth below.
- b. Appeal to Chief Administrative Officer. Within thirty (30) calendar days from the receipt of a Contracting Officer's final decision, the Contractor may appeal the decision in writing by mail to the Chief Administrative Officer. The Chief Administrative Officer shall review the parties' positions and issue a final decision on the appeal. The Chief Administrative Officer's decision on the appeal shall be final unless the Contractor appeals to



<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   17</b>
---------------------	-----------------------------------	--	------------------

the Contractor’s standard record keeping system. The Contractor will use generally accepted accounting principles that are in accordance with auditing standards promulgated by the International Accounting Standards Board, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to or determined under this clause. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- c. Termination for Default/Cause. The House may, with written notice of default to the Contractor, terminate this Contract in whole or in part for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract term or condition, or fails to provide the House, upon request, with adequate assurances of future performance. In the event of termination for cause, the House shall not be liable to the Contractor for any amount for goods or services not accepted, and the Contractor shall be liable to the House for any and all rights and remedies provided by law. Generally, after the written notice and prior to terminating this Contract for default, the House will provide the Contractor five (5) calendar days to cure the defective performance; however, if the defective performance results in a breach of information security, substantial harm to the House, or a failure to meet the delivery schedule, the House reserves the right to immediately terminate this Contract for default, without providing the Contractor a cure period. The Contractor shall diligently continue to perform the work not terminated. If it is determined that the House improperly terminated this Contract for default/cause, such termination shall be deemed a termination for convenience. All disputes arising under or related to this Contract shall be resolved under the provisions of this Contract and the procedures set forth in the “Disputes” section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.

G.13

RELEASE OF CLAIMS

APRIL 2013

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

Solicitation	Document No.: OAM17012S	Document Title: HOUSE STAFF FITNESS CENTER	Page 18
--------------	----------------------------	---	---------

## SECTION H – STANDARD CONTRACT CLAUSES

H.1

CONTRACT TYPE

FEBRUARY 2016

- This is a concessionaire type contract - see Section I. 13 for details.
- Firm-Fixed-Price (FFP) Contract.
- Time and Materials/Labor Hours Contract
  - a. This is a time and material/labor hours contract for services specified and effect for the period stated.
  - b. Contractor will provide contractor support at specified fixed hourly rates that are fully burdened that include wages, overhead, profit and general and administrative expenses.
- Indefinite Delivery / Indefinite Quantity
  - a. This is an Indefinite-Delivery/Indefinite-Quantity (“IDIQ”) contract for the supplies or services specified and effective for the period stated. The quantities of supplies and services specified in this Contract are estimates only.
    - i. Orders. Delivery or performance shall be made only as authorized by orders issued in accordance with this Contract. Orders shall be at the fixed prices/rates set forth in this Contract and may be awarded on a Time-and-Material or Firm-Fixed Price basis.
    - ii. Quantity. The Contractor shall furnish to the House, when and if ordered, the supplies or services specified up to and including the quantity designated in the Contract as the “maximum.” There is no limit on the number of orders that may be issued, and the House may issue orders requiring delivery to multiple destinations or performance at multiple locations.
  - b. Ordering. All work performed by the Contractor shall be authorized by individual orders. Issuance of orders is at the sole discretion of the House.
  - c. Discretionary Contract. Use of this Contract to obtain the products and/or services provided herein is at the sole discretion of the House. No legal liability exists on the part of the House to order all products and/or services provided herein exclusively through this contract vehicle (i.e., this is not a “requirements” contract). The maximum amount that can be awarded under single or multiple orders is [REDACTED].
  - d. Express or Formal Modifications. All other terms and conditions of the initial Contract shall remain unchanged, except where expressly and formally modified by both parties.
  - e. Fixed Rates for Services. The following fixed rates shall apply for payment purposes for the duration of the Contract. Please note that the labor hours set forth below are estimates for the periods indicated and exact hours will be determined based upon individual orders as the need for services become known. The labor classifications are defined in Section [REDACTED], Attachment [REDACTED]. Any labor classifications other than those listed shall not be requested by the House nor shall the Contractor provide them under this Contract.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   19</b>
---------------------	-----------------------------------	--	------------------

- i. Rates. The rates set forth in the attachment cover all direct labor expenses and indirect expenses (i.e., overhead, general and administrative expenses) and profit.
- ii. Invoicing and Payment. The Contractor shall invoice for only the time of the personnel whose services are applied directly to the work called for in individual orders and accepted by the COR. The House shall pay the Contractor for the life of a work order at rates in effect when the work order was issued, even if performance under the work order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the Contract. These records must document time worked and work performed by each individual on all orders.
- iii. Billing. An individual will be billed at the labor rate designated by the labor category to which he or she is assigned according to the specific work order under which that individual is performing work. (For example, if a partner is assigned through a work order as an audit manager, the partner shall be billed at the audit manager rate.) In no event shall an individual be assigned or billed at a labor rate higher than that for which he or she has been contractually approved in the pre-award phase.

H.2 AVAILABILITY OF FUNDS DECEMBER 2014

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

H.3 SYSTEM FOR AWARD MANAGEMENT OCTOBER 2014

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

H.4 INSURANCE APRIL 2013

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

- a. Worker's Compensation. Workers' compensation and employee's liability insurance: a minimum of one hundred thousand dollars (\$100,000) per incident;
- b. Comprehensive. Comprehensive general liability: a minimum of one million dollars (\$1,000,000) bodily injury per occurrence;
- c. Automobile. Automobile (vehicle) general liability insurance: a minimum of two hundred thousand dollars (\$200,000) per person; one million dollars (\$1,000,000) per accident; property damage fifty thousand dollars (\$50,000.00); and/or

Solicitation	Document No.: OAM17012S	Document Title: HOUSE STAFF FITNESS CENTER	Page   20
--------------	----------------------------	---	-----------

d. Other. Other insurance as required and specified in this Contract.

Upon request of the Contracting Officer, the Contractor shall promptly provide proof of insurance coverage.

H.5 FEDERAL TORT CLAIMS ACT APRIL 2013

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

H.6 EXCUSABLE DELAYS DECEMBER 2014

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

H.7 WARRANTY DECEMBER 2014

- a. Term. The term of the warranty shall begin on the date of acceptance. For equipment, the installation date and the warranty period will commence on the time stamp date which appears on the EIN form.
- b. Newly Manufactured Goods and Equipment. Unless this Contract specifies otherwise, the Contractor warrants that all goods and equipment provided are new. Used or reconditioned goods and equipment are prohibited, unless otherwise specified. If the Contractor believes that furnishing other than new material will be in the House's interest, the Contractor shall so notify the House in writing prior to delivery, specify the price reduction proposed and request authority to deliver such material.
- c. Goods, Equipment and Services. The Contractor warrants that the goods, equipment and services will be free from defects in materials and workmanship for a minimum of ninety (90) calendar days, as follows: (i) after completion of performance of services; (ii) after acceptance of goods, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply; and/or (iii) from the date that the EIN form is date-stamped by CAO Central Receiving for equipment, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply. Should the Contractor's goods, equipment or services prove to be defective within said applicable warranty period, the Contractor shall promptly replace or repair said goods or equipment or correct such services in accordance with the requirements of this Contract, upon receipt of written notice from the House and without cost to the House. If such goods, equipment or services cannot be brought into compliance with this Contract in a timely manner, as determined by the House, the House may require a refund, in whole or in part, from the Contractor.
- d. Software. For the delivery of commercial software (*i.e.*, software that has been sold, leased or licensed to the general public), the Contractor warrants that such software will perform in accordance with the software license and accompanying documentation (*e.g.*, nonproprietary manuals and other materials). The Contractor further warrants that the commercial or proprietary software delivered under this Contract will be free, at the time of delivery, of harmful code (*i.e.*, computer viruses, worms, trap doors, time bombs, disabling code or any similar

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   21</b>
---------------------	-----------------------------------	--	------------------

malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software).

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

H.8 SUBSTITUTIONS DECEMBER 2014

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

H.9 BUY AMERICAN APRIL 2013

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

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   22</b>
---------------------	-----------------------------------	--	------------------

end products in the provision of the solicitation entitled “Buy American Act Certification.”

H.10 MOST FAVORED CUSTOMER PRICING APRIL 2013

During the term of this Contract, prices for the goods, equipment and services required under this Contract must be equal to or lower than those offered the most favorable customer for similar quantities under comparable terms and conditions. When requested by the Contracting Officer, the Contractor must show that the prices offered the House match or are less than those offered to the Contractor’s most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by the Contracting Officer throughout the term of the Contract. Any price reductions offered to other customers must be offered to the House if similar item quantities are involved.

H.11 HOUSE RULES AND REGULATIONS DECEMBER 2014

This Contract shall be governed by and shall be interpreted in accordance with all applicable statutes, House Rules ([clerk.house.gov/legislative/house-rules.pdf](http://clerk.house.gov/legislative/house-rules.pdf)) and House Regulations.

H.12 COMPLIANCE WITH LAWS APRIL 2013

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

H.13 HOUSE INFORMATION OCTOBER 2014

- a. Ownership, Access and Release of House Information. The House and the Contractor agree that all “House Information” shall remain the exclusive property of the House. As used herein, and subject to the specific exclusions below, “House Information” means (i) all information related to this Contract, (ii) all information (including all work papers, products, drawings, products, code, House records, files, forms, data and other information and documents in electronic or hard-copy form) collected, stored, processed, developed or otherwise accessed by the Contractor and subcontractor in performing this Contract, and (iii) all other information that is of such nature that a reasonable person would understand such information to be House Information. House Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, or (C) required to be disclosed under applicable law, including a Freedom of Information Act request filed with the Contractor, in which case the Contractor shall give prompt notice to the Contracting Officer of such a request. The Contractor shall not provide access to, make unauthorized copies of, and/or release any House Information without prior written approval by the Contracting Officer.
- b. Return of House Information. Upon the request of the applicable House entity or the Contracting Officer, or in any event promptly upon the termination of this Contract, all House Information made available hereunder, including electronic copies and any applicable backup copies thereof, shall be returned or, if directed or permitted by the applicable House entity or the Contracting Officer, destroyed, and the Contractor shall certify that it does not retain such House Information. Similarly, the Contractor shall require its subcontractors to return or destroy House Information upon completion of work under this Contract. The Contractor shall require that its subcontractors certify that such information is not retained. Failure to comply with the provisions of this clause may result in penalties prescribed under House rules at the discretion of the Contracting Officer.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   23</b>
---------------------	-----------------------------------	--	------------------

H.14

INFORMATION SECURITY

OCTOBER 2014

- a. Compliance. All Contractor and subcontractor software, hardware and personnel that interface with House offices (including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (“HIR”)) are subject to and shall comply with the rules, regulations and sanctions outlined in the House Information Security Policies (“HISPOLS”), House Information Security Publications (“HISPUBS”) and HIR Security Standards, which will be provided upon request, as required by the Contract. The Contractor agrees to instruct its employees and subcontractors in connection with this Contract of their obligations to comply with all security standards and requirements of the House.
- b. System Servers. All system servers of the Contractor and its subcontractors must receive security certification from the Information Systems Security Office prior to integration within the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Information Systems Security Office.

H.15

NON-DISCLOSURE AGREEMENT

APRIL 2013

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

H.16

PROTECTION OF CONTRACTOR PROPRIETARY DATA

APRIL 2013

- a. Contractor Proprietary Data. The House agrees that all material appropriately marked or identified in writing as “Contractor Proprietary,” and furnished hereunder by the Contractor to the House, are provided for the House’s use for the purposes of this Contract only. All such proprietary data, including software, shall remain the property of the Contractor, subject to the House’s “Government Purpose Rights” license.
- b. Destruction of Licensed Materials. The House will take reasonable steps to ascertain, prior to disposing of any media containing licensed materials, that such licensed materials contained thereon have been erased or otherwise destroyed.
- c. Compliance. The House agrees that it will take reasonable steps by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

H.17

EXAMINATION AND AUDIT

DECEMBER 2014

The Contractor agrees that the House, or its designated representative, shall have the right to review and copy any directly pertinent records, including records of a subcontractor, regarding the performance of this Contract. The Contractor agrees to maintain such records for possible examination or audit for three (3) years after final payment, unless a longer period of record retention is stipulated or required by law.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   24</b>
---------------------	-----------------------------------	--	------------------

H.18

LIMITATION OF LIABILITY AND INDEMNIFICATION

DECEMBER 2014

- a. Damage or Loss to Property. The Contractor assumes all risk of loss of or damage to any property of the House (except for House Information, which is discussed in paragraph (b) below) entrusted to the Contractor while in the Contractor's possession or otherwise under the Contractor's control. In the event of loss or irreparable damage, the Contractor shall promptly reimburse the House for the value of the property. Any other damage shall be promptly repaired by the Contractor at the Contractor's expense.
- b. Damage to Information. The Contractor shall protect and be responsible for any loss, destruction or damage to House Information, work product or other information needed to perform its obligations under this Contract that results from or is caused by the Contractor's acts or omissions or from the failure on the part of the Contractor to reasonably maintain and administer such House Information, work product or information. The Contractor shall be liable to the House for any damages resulting from such loss, destruction or damage.
- c. Limitation of Liability. In no event will the House be liable for consequential, special, indirect, incidental, special or punitive damages, or any loss of revenue, profit, business, savings or goodwill, regardless of the form of action or theory of recovery, even if notification has been given as to the possibility of such damages.
- d. Indemnification. To the maximum extent permitted by law and except to the extent caused by negligence of the House, the Contractor shall, at its expense, indemnify, defend with counsel reasonably approved by the House and hold harmless the House, its Members, employees and agents, from and against any losses, liabilities, damages, fines, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees and settlements, and expenses from any third party claim, action, suit or judgment to the extent caused by or arising from: (i) the negligent acts or negligent omissions or willful misconduct of the Contractor, its officers, employees, agents or subcontractors for property damage, personal injury or death; (ii) the failure of goods, equipment and/or services delivered/performed under this Contract to meet the requirements of applicable laws or regulations; (iii) the infringement or violation of any U.S. or foreign intellectual property right, including without limitation rights in trade secrets, trademarks, copyrights and patents, by any good/equipment/service provided hereunder; and (iv) a breach or alleged breach of its obligations to maintain the confidentiality of House Information and information security requirements set forth in this Contract. The House shall promptly give the Contractor notice of such claim and shall cooperate in the defense of such claims at the Contractor's expense. The disclaimers of certain damages and damages limitations in paragraph (c) above shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from the Contractor's indemnification obligations under this Contract.

H.19

NON-EXCLUSIVITY OF RIGHTS AND REMEDIES

APRIL 2013

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

H.20

FLOWDOWN AND SUBCONTRACTORS

APRIL 2013

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   25</b>
---------------------	-----------------------------------	--	------------------

H.21

E-VERIFY

APRIL 2013

a. Definitions. As used in this clause,

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

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

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

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

b. Enrollment and Verification Requirements.

i. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.

ii. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees: (1) if the Contractor has been enrolled sixty (60) calendar days or more, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than sixty (60) calendar days, within sixty (60) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.

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

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

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   26</b>
---------------------	-----------------------------------	--	------------------

- e. Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that the Contractor enters into for the performance of this Contract.
- f. Report. Within thirty (30) days of the Contract award, the Contractor shall provide the Contracting Officer with written confirmation of (i) when the Department of Homeland Security granted E-Verify access to the Contractor, and (ii) when the Contractor first used the E-Verify verification system.

H.22 BACKGROUND CHECKS OCTOBER 2014

- a. Employee Eligibility. The Contractor must submit a report prior to the commencement of work to the COR, which lists all Contractor employees and subcontractor employees who will be working on this Contract and states that the U.S. Department of Justice, Immigration and Naturalization Service Employment Eligibility Verification Form I-9 was completed and verified for each person listed. This report must be signed and dated by a Contractor Human Resources Director or Manager. For Contractor employees and subcontractor employees placed on this contract after the initial report submission, the Contractor must complete the CAO Contractor/Contract Employee Registration Form (available on [www.house.gov](http://www.house.gov)). This form must be signed and dated by a Contractor Human Resources Director/Manager or Executive in the Contractor’s corporate office, and presented to the COR prior to the COR initiating the background check.
- b. Background Checks. All Contractor employees and subcontractor employees working on this Contract will go through a background check conducted by the U.S. Capitol Police. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this Contract. Forms for each Contractor employee and subcontractor employee working on this Contract must be submitted prior to the commencement of work and early enough so adjudication of the results by the CAO can occur prior to the commencement of this Contract. If CAO Human Resources, after having processed the forms, determines at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, CAO Human Resources will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer’s request, any employee or subcontractor employee deemed unsuitable or unfit by the CAO from work under this Contract.
- c. Frequency. All Contractor employees and subcontractor employees working on this Contract are required to go through a background check by the U.S. Capitol Police and be cleared by the CAO every three (3) years. Additional background checks may be conducted on such Contractor and subcontractor employees at any time as warranted.
- d. Security Clearance. Contractor employees and subcontractors must be able to obtain and/or maintain a Federal government security clearance and/or pass additional background checks/investigations if access to “House Sensitive Information” (as described in HISPOL 002.0, which is available upon request) is required under the terms of this Contract. Individual House Offices or CAO Business Units may require an Office of Personnel Management Extended Background Investigation or other security clearance, as deemed necessary, at the cost to the Contractor.

H.23 IDENTIFICATION BADGES OCTOBER 2014

- a. Access. If unescorted access is required outside of normal public building visitor hours, and access to the House network or House Sensitive Information will occur, or as determined by the COR, all Contractor employees and subcontractor employees requiring access shall obtain a House identification badge issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee begins work under this Contract or subcontract. Although subject to change, public building visitor hours are Monday to Friday 7:00 a.m. to 7:00



<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   28</b>
---------------------	-----------------------------------	--	------------------

Commissioner, Delegate, House Officer or employee of the House with the intention of securing this Contract or securing favorable treatment under this Contract. No Member, Resident Commissioner, Delegate, House Officer or employee of the House shall share any personal benefit of this Contract.

H.27

CONFLICTS OF INTEREST

APRIL 2013

- a. Personal Conflicts of Interest. A personal conflict of interest exists when a Contractor employee has a financial interest, personal activity or relationship that could impair the employee's ability to act fairly and impartially when performing under this Contract. The Contractor shall have procedures in place to screen employees for potential personal conflicts of interest. The Contractor must:
- i. not assign or allow employees to perform any task under the contract for which the Contractor has identified a personal conflict of interest that cannot be satisfactorily prevented or mitigated in consultation with the Contracting Officer;
  - ii. inform applicable employees of their obligation (1) to disclose and prevent personal conflicts of interest; (2) not to use non-public information accessed through performance of the contract for personal gain; (3) to avoid even the appearance of personal conflicts of interest; and (4) to sign a Non-Disclosure Agreement;
  - iii. establish and maintain effective oversight mechanisms to verify compliance with personal conflict of interest safeguards;
  - iv. take appropriate disciplinary action in the case of employees who fail to comply with the personal conflict of interest policies established pursuant to this clause; and
  - v. report to the Contracting Officer any personal conflict of interest violation as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. The Contractor must provide follow-up reports of corrective actions taken, as necessary. Personal conflict of interest violations include: (1) failure by an employee to disclose a personal conflict of interest; (2) use by an employee of non-public information accessed through performance of the contract for personal gain; and (3) failure of an employee to comply with the terms of a non-disclosure agreement.
- b. Organizational Conflicts of Interest. An organizational conflict of interest exists when the Contractor's activities or relationships with other persons, corporations and/or entities render the Contractor unable or potentially unable to provide impartial assistance or advice to the House, or the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or the Contractor has an unfair competitive advantage. The Contractor must avoid strictly any conflict of interest or even the appearance of a conflict of interest in connection with this Contract. The Contractor shall not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.

H.28

ADVERTISING/PROMOTIONAL MATERIALS

OCTOBER 2014

The Contractor agrees to submit any proposed advertising and/or promotional copy connected in any manner with this Contract and/or the House or Capitol to the Contracting Officer for approval. No news releases, press conferences or advertisements to be issued by the Contractor pertaining to this Contract or mention of the House as a customer shall be made by the Contractor without prior written approval of the Contracting Officer. This restriction applies to



<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   30</b>
---------------------	-----------------------------------	--	------------------

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

- b. Non-Use and Non-Disclosure of Confidential Information. The Contractor shall not, except as required by judicial order or governmental laws or regulations, during or subsequent to the term of this Contract (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the House. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Contracting Officer. The Contractor shall notify the COR immediately in the event of any loss of or unauthorized access to Confidential Information, and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information.
- c. Return of Confidential Information. Upon the request of the House, or in any event promptly upon the termination of this Contract, all Confidential Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the House, destroyed, and the Contractor shall certify that it does not retain such Confidential Information.
- d. Failure to Comply. Failure of the Contractor to comply with this confidentiality clause may be grounds for a Termination for Default by the Contracting Officer.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page 31</b>
---------------------	-----------------------------------	--	----------------

## SECTION I -- SPECIAL CONTRACT CLAUSES

Section I.1 through I. 12 are not applicable.

### I.13 CONCESSIONAIRE TERMS AND CONDITIONS APRIL 2013

- a. No Appropriated Funds. No appropriated funds of the United States shall become due, or be paid, the Contractor (Concessionaire) under this Contract
- b. Concession Fee. In exchange for the House granting the Contractor to operate the House Staff Fitness Center at G2-23 Rayburn HOB and providing sufficient quantities of space, heat, water, and electricity for the Contractor's reasonable needs, the Contractor shall pay the House according to Section C.6 and the House shall pay the Contractor according to Section C.7
- c. Payment. The Contractor shall pay the House by check payable to the order of the U.S. Treasury.
- d. Hours. Unless otherwise required by the House, on all days other than weekends and Federal holidays, the Contractor shall operate the concession during the hours as designated by the COR or the Contracting Officer.
- e. Quality. The Contractor shall provide products and/or services of a quality satisfactory to the Contracting Officer. Additionally, the Contractor shall maintain the concession area in a clean, orderly, secure, safe, and sanitary condition to the satisfaction of the Contracting Officer.
- f. Employees. The Contractor shall employ only individuals meeting the health standards prescribed by law or regulation pertaining to the jobs for which they are hired. Employees must be trained for the efficient performance of the work covered by this Contract. Employees must give prompt and courteous treatment to customers. Employees must be neatly dressed and meticulous in their personal grooming at all times. The Contractor must remove from employment any employee at the request of the Contracting Officer if, in the opinion of the Contracting Officer, the employee interferes with the proper performance of this Contract.
- g. Release of Liability. The Contractor agrees to release the House or the U.S. Government from any and all liability for loss or damage to property and merchandise used by the Contractor in the operation of the concession due to theft, fire, storm, flood, and damage or destruction through any force of nature or otherwise.
- h. Taxes. The Contractor shall comply with all Federal, State and local laws, rules, ordinances and regulations relating to public health or applicable to the work performed under this Contract; assume complete and sole liability for all Federal, state, and local taxes applicable to the licensing, property, income, and transactions of the concession, and where required by applicable laws and regulations, shall collect and remit applicable sales taxes. Sales taxes will be excluded from the computation of gross receipts in the determination of the concession fee payable to the House. The Contractor warrants that the amount payable to the House has not been reduced by the amount of any tax or duty from which the Contractor is exempt. If such tax or duty has been included in the pricing or consideration through error or otherwise, the concession fee shall be correspondingly adjusted. If for any reason after the Contract date the Contract pricing or other consideration changes, the concession fee shall be correspondingly adjusted.
- i. Telecommunication Services. The House will provide telecommunications services, upon request, at the Contractor's expense.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   32</b>
---------------------	-----------------------------------	--	------------------

j. Parking. The House will not guarantee parking to the Contractor or any of its employees or subcontractors.

I.14                                      QUALITY ASSURANCE SURVEILLANCE PLAN                                      APRIL 2013

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

I.15                                      VENDOR PERFORMANCE EVALUATION                                      APRIL 2013

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   33</b>
---------------------	-----------------------------------	--	------------------

## **SECTION J – ATTACHMENTS**

**J.1 STATEMENT OF WORK**

**J.2 HSFC GYM FLOOR PLAN/EQUIPMENT LAYOUT**

**J.3 HSFC INVENTORY**

**J.4 HISTORICAL MEMBERSHIP LEVELS**

**J.5 AVERAGE DAILY USAGE**

**J.6 HOUSE BUILDING COMMISSION RULES**

**J.7 HOUSE BUILDING COMMISSION HALLWAY POLICIES**

**J. 8 PRICING PROPOSAL TEMPLATE**

Solicitation	Document No.: OAM17012S	Document Title: HOUSE STAFF FITNESS CENTER	Page   34
--------------	----------------------------	---	-----------

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

**K.1 FINANCIAL INFORMATION APRIL 2013**

When requested by the Contracting Officer, the Offeror shall furnish company financial data for the three (3) years preceding the submission of the Offer. To comply with this requirement, the Offeror shall furnish copies of financial statements or annual reports. When so requested by the Contracting Officer, publicly-held companies must also provide copies of filed Securities and Exchange Commission 10-K Reports and Proxy Statements.

**K.2 INSURANCE INFORMATION APRIL 2013**

The Offeror agrees that upon award of a contract it shall maintain general liability, workers' compensation and any other insurance requirements set for in the clause titled "Insurance," unless otherwise waived in writing by the Contracting Officer.

**K.3 COMPANY BACKGROUND AND IDENTIFYING INFORMATION APRIL 2013**

The Offeror shall provide or submit the following information with its offer:

- a. legal name of the Offeror: \_\_\_\_\_;
- b. Tax Identification Number (TIN): \_\_\_\_\_;
- c. type of organization:  Sole proprietorship;  Partnership;  C Corporation  S Corporation  Limited Liability Company  Not-for-Profit \_\_\_\_\_ [please insert relevant Section of Internal Revenue Code [e.g., 501(c)(3)]];  Government entity (Federal, state, local);  Foreign government;  Other (if "other," please provide additional information);
- d. Dun and Bradstreet Data Universal Numbering System (DUNS) Number: \_\_\_\_\_;
- e. Address. The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:

---



---



---

**K.4 QUALITY ASSURANCE INFORMATION APRIL 2013**

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   35</b>
---------------------	-----------------------------------	--	------------------

K.5

RESPONSIBILITY CERTIFICATION

APRIL 2013

- a. The Offeror certifies that it is an ongoing business concern regularly engaged in the type of business covered by the specifications set forth in this solicitation. To the best of its knowledge and belief, the Offeror and/or any of its principals certify they:
- i.  are,  are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for the award of a Federal government contract;
  - ii.  have,  have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a Federal, state or local government contract or subcontract; (2) the violation of Federal or state antitrust statutes relating to the submission of offers; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property;
  - iii.  are,  are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(ii) of this provision;
  - iv.  have,  have not, within a three (3) year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000) for which the liability remains unsatisfied; and
  - v. have , have not , within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- b. For purposes of this certification, the term “principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the applicable business unit(s) (e.g., general manager, plant manager, head of a division or business segment, and similar positions) of the Offeror.
- c. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification under this clause was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. A certification that any of the items in paragraph (a) of this clause exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide any relevant explanations in additional sheets attached to this Section K, or furnish additional information as requested by the Contracting Officer, may render the Offeror non-responsive.
- e. The certification in paragraph (a) of this clause is a material representation of fact upon which the House placed reliance when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to the House, the Contracting Officer may terminate for default the contract resulting from this solicitation. The Offeror shall, if requested by the Contracting Officer, furnish promptly any information which the Contracting Officer may consider necessary to establish its responsibility.

K.6.

CERTIFICATION OF INDEPENDENT  
PRICE DETERMINATION

APRIL 2013

The Offeror certifies the following:

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   36</b>
---------------------	-----------------------------------	--	------------------

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

**K.7 AUTHORIZED COMPANY OFFICIALS APRIL 2013**

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

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

Telephone Number(s): [REDACTED].

E-mail Addresses(s): [REDACTED].

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

The Offeror warrants and represents that it does not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.

**K.9 BUY AMERICAN ACT CERTIFICATION APRIL 2013**

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

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

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

If this solicitation specifies that the product(s) and/or service(s) to be acquired are to be listed on either a U.S. General Services Administration (“GSA”) Multiple Award Schedule (“MAS”) Contract or another type Government Wide Acquisition Contract (“GWAC”), or if the solicitation does not require it but the offer is based in whole or in part on

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   37</b>
---------------------	-----------------------------------	--	------------------

products or services included in an GSA contract or GWAC contract, the Offeror is to identify below the GSA Contract or GWAC contract under which such product(s) and/or service(s) are to be offered. Such Offeror also certifies that the GSA Contract or GWAC contract so identified is currently in force, and the offered product(s) and/or service(s) are authorized for sale thereunder.

GSA MAS Contract or GWAC Contract Number: [REDACTED] Contract Period of Performance: [REDACTED]

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

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

\*If the GSA Contract or GWAC Contract Holder is a joint venture or the product of some other team arrangement, use the space below to provide information describing the nature of the joint venture/team arrangement. The House reserves the right to request additional information regarding the joint venture/team arrangement, if any.

[REDACTED]

K.11 SYSTEM FOR AWARD MANAGEMENT FEBRUARY 2016

The Contractor represents and warrants that it is not currently suspended, debarred or proposed for debarment by any Federal, state or local governmental entity, or otherwise listed as an excluded party in SAM ([www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/)). Check whichever applies:

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

K.12 SIGNATURE APRIL 2013

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

[REDACTED]  
NAME OF OFFEROR DATE

[REDACTED]  
PRINTED NAME OF PERSON AUTHORIZED TO SIGN

[REDACTED]  
SIGNATURE OF PERSON AUTHORIZED TO SIGN

[REDACTED]  
TITLE OF PERSON AUTHORIZED TO SIGN



Solicitation	Document No.: OAM17012S	Document Title: HOUSE STAFF FITNESS CENTER	Page   39
--------------	----------------------------	---	-----------

intends to staff this contract (with key and non-key technical personnel) to successfully meet all the requirements of the Statement of Work.

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

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

L.2 SUBMISSION OF PROPOSALS APRIL 2013

- a. **Pre-proposal Conference:** The House will be sponsoring a Pre-proposal Conference on **Wednesday, December 21, 2016 at 10:00 a.m. EST.** Please register for the conference by sending an e-mail to [Ricky.buckler@mail.house.gov](mailto:Ricky.buckler@mail.house.gov) no later than noon, Tuesday, December 20, 2016. The location of the conference will be provided upon registration. All questions and answers asked during the open session will be published in an amendment to the solicitation.
- b. **Questions:** All questions are to be submitted via email to Ricky Buckler at [Ricky.buckler@mail.house.gov](mailto:Ricky.buckler@mail.house.gov) by **Wednesday, December 28, 2016 at 2:00 p.m. EST.** Answers will be published in an amendment to the solicitation and posted on FedBizOpps and the House public web site.
- c. Offerors shall submit all proposal documents in electronic format using MS Word, Excel, or a searchable PDF by e-mail to the address specified below. The subject of the e-mail should include the name of the Offeror and the solicitation number. The e-mail shall not exceed 10MB in size. In the event that the proposal exceeds 10 MB, the Offeror may submit more than one e-mail, provided that all e-mails associated with an Offeror’s proposal are received no later than the time and date specified. The proposal shall satisfy the terms of the solicitation and be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House’s requirements. It is the Offeror’s responsibility to read, understand and comply with all solicitation instructions.
- d. **Proposals:** Offerors shall submit their entire proposal, via e-mail to [Ricky.buckler@mail.house.gov](mailto:Ricky.buckler@mail.house.gov) by the time and date specified in Block 6 of the Solicitation and Offer form, page one of the solicitation.

For proposals submitted via e-mail, please use the following e-mail address: [Ricky.Buckler@mail.house.gov](mailto:Ricky.Buckler@mail.house.gov).

L.3 LATE SUBMISSIONS AND REVISION OF APRIL 2013 PROPOSALS

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

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

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   40</b>
---------------------	-----------------------------------	--	------------------

L.4 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS APRIL 2013

Offerors shall acknowledge receipt of any amendments to this Solicitation requiring bi-lateral signatures:

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

L.5 INFORMATION DISTRIBUTION AND CONTACTS FEBRUARY 2016

It is the intention of the House to provide equal treatment of all Offerors involved in the proposal and award process. To achieve this goal the House intends to provide all information relevant to the process to all participating Offerors. Such information will include the distribution of all questions and answers to all participants. All questions from Offerors shall be submitted in writing by the date and time specified for such purposes.

Questions regarding this solicitation must be submitted via e-mail by the following due date and time:

\_\_\_\_\_

The primary contact for all communications and questions is:

(Insert Contracts Specialist Name and Title) \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA APRIL 2013

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

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

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

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

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   41</b>
---------------------	-----------------------------------	--	------------------

## SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS FOR AWARD APRIL 2013

Proposals will be evaluated based on the following evaluation factors:

(1) Technical approach

- Clear understanding of the Statement of Work (SOW)
- Overall approach to provide services and support
- Ability to perform the tasks as stated in the SOW

(2) Corporate Capabilities and Past Performance

- Demonstrated financial stability
- Corporate capability
- Evidence that the contractor has provided similar services for other clients
- Capability to complete projects on time and within budget
- Evidence of the contractor's past performance within the past three years
- Satisfaction of former clients and overall quality of services represented by the projects described

(3) Management Approach

- Staffing Plan
- Experienced staff
- Ability to respond to changing workload requirements and schedules

(4) Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach.

(5) Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable and affordable, but may also be evaluated to determine if the pricing is realistic and reflects an understanding of the requirements. The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

<b>Solicitation</b>	<b>Document No.:</b> OAM17012S	<b>Document Title:</b> HOUSE STAFF FITNESS CENTER	<b>Page   42</b>
---------------------	-----------------------------------	--	------------------

M.2

**BASIS FOR AWARD**

APRIL 2013

Best Value. Award is based on the proposal which is determined to be most advantageous to the House. Non-price factors, when combined, may be more important than price.

Low Price, Technically Acceptable. Award will be made to the lowest priced proposal of those proposals determined to be technically acceptable.

M.3

**CONTRACT AWARD**

APRIL 2013

- a. The House intends to award one contract resulting from this solicitation to the responsible Offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 “Evaluation Factors for Award.”
- b. The House may:
  - i. reject any or all offers, if such action is in its interest;
  - ii. waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award without discussions. Therefore, each initial offer should contain the Offeror’s best terms. However, the Contracting Officer reserves the right to conduct discussions if they are later determined to be necessary.

## **Attachment J.1 – Statement of Work OAM17012S – House Staff Fitness Center**

### **C. STATEMENT OF WORK**

#### **C.1 Purpose**

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

The HSFC includes locker rooms for men and women. The locker rooms include 213 and 207 lockers respectively. A third of the lockers, 70 per locker room, may be made available for fee based overnight storage. The rate for this storage shall be proposed along with the monthly dues, initiation, key fob and any other fees included in the contractor's proposal as well as a policy to cover when locks will be cut and removed for abandonment or for any other justifiable reason. Historical data regarding membership and staffing levels is provided in Attachment J.4 as reference to be used in determining the appropriate rates.

#### **C.2 Background**

The House Staff Fitness Center (HSFC) opened in 2005 and has operated under a contract issued by the CAO. This contract is set to expire February 28, 2017. The HSFC covers 11,000SF including locker rooms, an exercise room and the gym area which is furnished with a variety of exercise and cardio equipment. It is open to eligible House staff and House Military Liaison staff which currently totals over 9,600 potential participants. As of October 2016 the membership total was approximately 1,305. Membership may not exceed 2,000 without the written approval of the Contracting Officer. Additional services such as Personal Training, Biometric Measurements and Health Screenings were incorporated under the previous contract. These services are available to users for a fee.

#### **C.3 House Furnished Property and Utilities**

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

HSFC floor plan including a layout of the facility and current exercise equipment placement is in Attachment J.2. Attachment J.3 is a complete list of House furnished items.

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

Preventive maintenance, repair, and replacement of House furnished property, identified in Attachment J.3, will be the responsibility of the contractor. Expenses will be reimbursed by the House; charges over \$500 must be approved by the Contracting Officer's Representative (COR) in advance. House furnished property will be returned to the House for disposal or used as a trade-in for replacement items as defined by Section C.7.b.

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

#### C.4 Contractor Requirements

##### a. General

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

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

(2) Take immediate appropriate action to mitigate any issue with the potential to impact public health and promptly notify the Office of Attending Physician, the COR and the Contracts Specialist (CS) with regard to the issue and action taken. The contractor will also provide a plan outlining procedures for maintaining a sanitary environment at the HSFC and for reporting any issues that have the potential to impact HSFC member health and/or safety. A list of sanitation and cleaning products is to be provided along with associated Material Safety Data Sheets (MSDS). Up to date MSDS documents must be maintained on site and available for inspection by the House and HSFC members.

(3) Maintaining membership lists on the premises to include, at a minimum, names, House Payroll numbers, and dues and fee status, in an electronic database format,

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

(4) Maintaining on the premises a complete and accurate electronic inventory of all exercise equipment and supplies (excluding AOC supplies provided for restocking purposes), including House furnished property and supplies, in a database. The contractor will conduct an annual inventory and provide a certification of all items held in inventory on or prior to the contract anniversary date. The contractor also will provide an annual life cycle replacement estimate to include the expected remaining use for each piece of exercise equipment and the anticipated replacement cost of each piece of equipment requiring maintenance, along with any recommended changes in the mix and/or number of pieces of equipment. Any items initially included or subsequently provided by the House remain the property of the House. See Attachment J.3 for a list of the initial inventory. It is the responsibility of the contractor to replace any items identified as missing during the annual inventory or at any other time.

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

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

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

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

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

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

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

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

(12) Conducting light cleaning and sanitation of the equipment and facility during hours of operation. The contractor will provide a schedule to document the daily cleaning and sanitation. The AOC will perform the nightly cleaning of the facility only to include vacuuming the entire facility and a thorough cleaning of the locker rooms, showers, and bathroom areas. All other cleaning is the responsibility of the contractor.

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

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

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

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

#### b. Hours of Operation

The facility shall maintain at a minimum the basic hours of operation from 6:00 a.m. to 9:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays when the House is in session. The contractor may propose modified hours for weekdays when the House is not in session. The minimum modified hours of operation would be 6:00 a.m. to 6:00 p.m. weekdays and Saturdays from 9:00 a.m. to 2:00 p.m. Any request for modifying these basic hours must be submitted to the COR with a copy to the CA at least two weeks prior to the date for the modified hours and approval obtained from COR

before initiating. Guidance in determining hours can be gleaned by examining historical usage contained in Attachment J.5 and/or visiting the Web site of the House Majority Leader to review the House Calendar at: <http://majorityleader.gov/>

c. Dues and Fee Collection

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

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

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

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

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

d. Financial Management

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

e. Staffing

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

specialists shall have attained Basic Life Support Certification, as well as fitness certifications. The following programs would meet the training requirement for fitness certification: the American Council on Exercise (ACE), the Aerobics and Fitness Association of America (AFAA), the American College of Sports Medicine (ACSM), the Cooper Institute, or, in the alternative, college or graduate degrees in physiology or related fields. Copies of all certifications are to be provided to the COR on an annual basis and prior to a new employee's first day at work at the House. During the hours of operation, at least one staff employee on duty must have a working knowledge of personal computers sufficient to manage and operate the facility programs, access control computer and databases.

(2) The contractor shall oversee and instruct members on the proper and safe use of all equipment and the proper form for exercising (including accommodations for individuals with disabilities). All instructions must be consistent with current training practices. Contractor staff shall monitor facility users for incorrect use of equipment and provide on the spot correction/instructions as necessary to assure maximum safety for members. The contractor must submit with its proposal a draft safety plan for the operation of the facility, and a final safety plan within 30 days after award for approval by the Contracting Officer.

f. Conduct

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

g. Reciprocity

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

### C.5 Membership

Membership eligibility is limited to employees of the House of Representatives, i.e., those individuals whose pay is disbursed by the CAO and those active duty military who are stationed at any one of the House Military Liaison offices located on campus, and Military and DoD Fellows appointed to House Committees and Member Offices. The House and the Military Liaison offices will provide the contractor with a list electronically at least monthly of eligible staff. The contractor will use these lists to verify the eligibility of current and prospective HSFC participants. Anyone found ineligible based on this list will not be allowed to sign up and anyone who has become ineligible will be notified of the termination of their membership with a refund of any unused prepaid amounts. The minimum age for becoming a member of the HSFC is 18 years old. The contractor will be notified by the House if any other staff are deemed as

eligible per any subsequent agreements between the House and any other entity and identified in a contract modification.

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

#### C.6 Contractor Payments to the House

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

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

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

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

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

#### C.7 House Payments to the Contractor

- a. In the instance that monthly expenses from the operation of the HSFC exceed monthly revenues, the House will pay the contractor the difference upon presentation of a

valid invoice as described in Section G.5 Invoices, and verification of the Summary of Revenues and Expenses along with all backup documentation as described in Section C.8. In order to receive prompt payment, the contractor will provide this information to the COR no later than 20 business days into the subsequent month.

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

## C.8 Deliverables

### a. Monthly Reconciliation

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

### b. Monthly Summary of Revenues and Expenses

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

### c. Monthly Performance Summary Report

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

### d. Customer Satisfaction

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

control of the House will be referred to the COR and/or CS for action. Focus groups may be used if mutually agreed upon.

e. Annual Projection of Revenues and Expenses

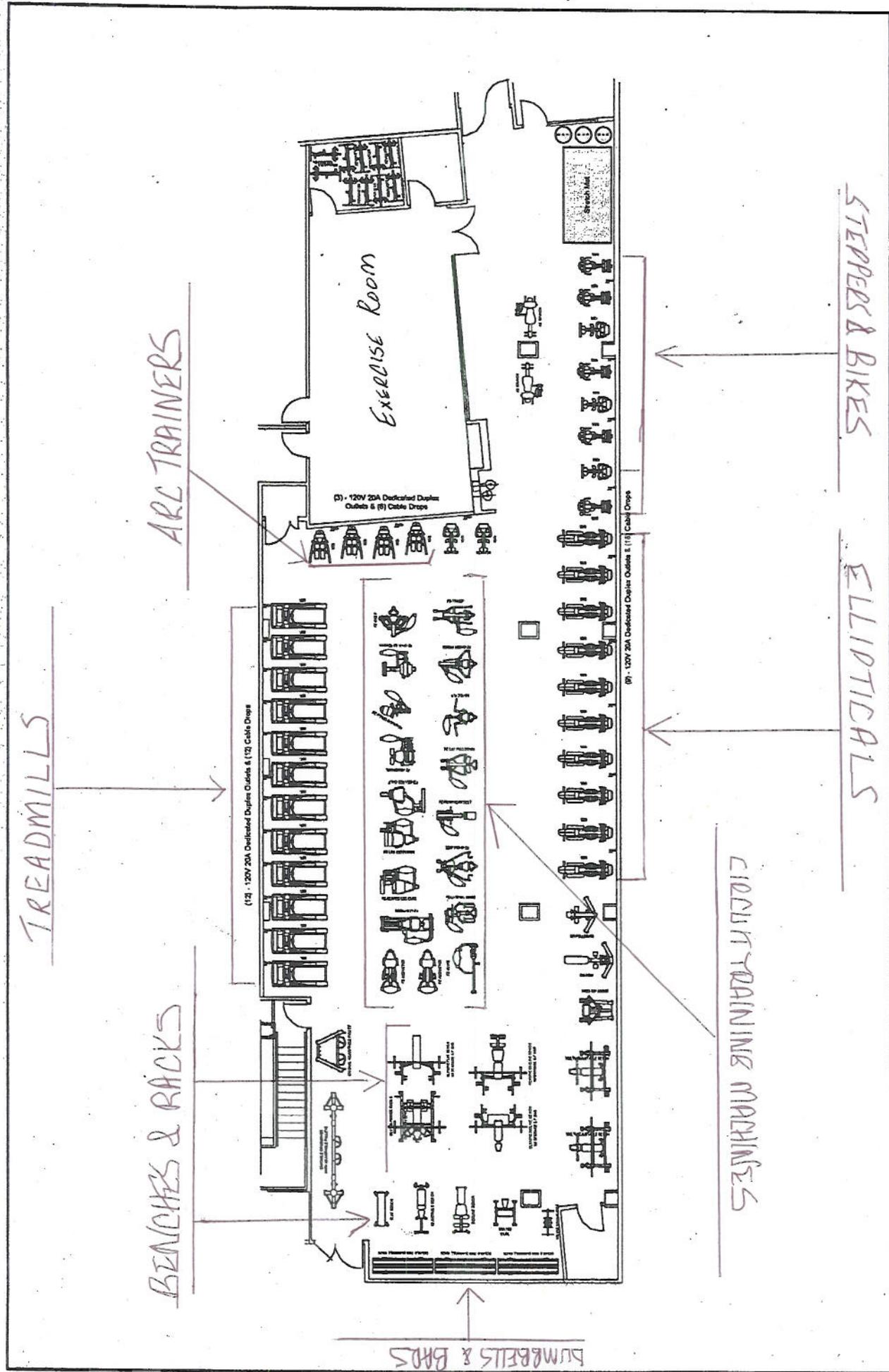
The contractor will provide a projection of expected revenues and expenses annually, no later than 90 days prior to the start of the given Federal Government fiscal year. The expenses will include loaded labor rates. The labor rates may not change without approval of the CO. Allow 60 days for consideration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

f. Annual Inventory & Life Cycle Replacement

Annually the contractor will provide a worksheet listing an inventory of all House furnished HSFC exercise equipment and supplies. The equipment list will also include the estimated remaining useful life of the equipment, replacement cost and the recommended date for replacement. Approval from COR is required for purchases over \$500.

# ATTACHMENT J.2 GENERAL EQUIPMENT LAYOUT

\* SEE ATTACH. J.3 FOR DETAILED LIST OF EQUIPMENT



ARC TRAINERS

ELLIPTICALS

CIRCUIT TRAINING MACHINES

TREADMILLS

BENCHES & RACKS

DUMBBELLS & BARS

FACILITY LAYOUT FOR:

## House of Representatives

RFP OAM17012S - Attachment J.3 HSFC Inventory

Sub Org Description	Custodian Name	Asset Description	Building Address	In Service Date	In Service or Purchase Year	Amount
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - 95X CROSS TRAINER	G2-24, Rayburn HOB	2/1/2013	2013	4,444.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - ATHLETIC POWER RACK	G2-24, Rayburn HOB	2/1/2013	2013	928.00
House Fitness Center	SERVICES MANAGEMENT,	GYM - OPTIMA SERIES LAT PULL	G2-24, Rayburn HOB	2/1/2013	2013	1,298.00
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - 770T-CTS 115V EMB	G2-24, Rayburn HOB	8/13/2013	2013	5,136.43
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - LIFE FITNESS 95T	G2-24, Rayburn HOB	8/1/2013	2013	0.00
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - LIFE FITNESS 95T	G2-24, Rayburn HOB	4/11/2013	2013	0.00
House Fitness Center	SERVICES MANAGEMENT,	ARC TRAINER CYBEX 610A	G2-24, Rayburn HOB	11/1/2005	2005	4,345.00
House Fitness Center	SERVICES MANAGEMENT,	ARC TRAINER CYBEX 610A	G2-24, Rayburn HOB	11/1/2005	2005	4,345.00
House Fitness Center	SERVICES MANAGEMENT,	ARC TRAINER CYBEX 610A	G2-24, Rayburn HOB	11/1/2005	2005	4,345.00
House Fitness Center	SERVICES MANAGEMENT,	ARC TRAINER CYBEX 610A	G2-24, Rayburn HOB	11/1/2005	2005	4,345.00
House Fitness Center	SERVICES MANAGEMENT,	STEPPER - LIFE FITNESS 95Si	G2-24, Rayburn HOB	6/1/2010	2010	1,540.00
House Fitness Center	SERVICES MANAGEMENT,	STEPPER - LIFE FITNESS 95Si	G2-24, Rayburn HOB	6/1/2010	2010	1,540.00
House Fitness Center	SERVICES MANAGEMENT,	ROWER - CONCEPT 2 W/HEART RATE	G2-24, Rayburn HOB	11/1/2005	2005	795.00
House Fitness Center	SERVICES MANAGEMENT,	ROWER - CONCEPT 2 W/HEART RATE	G2-24, Rayburn HOB	12/1/2005	2005	795.00
House Fitness Center	SERVICES MANAGEMENT,	LEG PRESS - CYBEX 11040-95	G2-24, Rayburn HOB	11/1/2005	2005	6,295.00
House Fitness Center	SERVICES MANAGEMENT,	LEG CURL CYBEX 11141-95	G2-24, Rayburn HOB	11/1/2005	2005	3,795.00
House Fitness Center	SERVICES MANAGEMENT,	LEG EXTENSION - CYBEX 11051-95	G2-24, Rayburn HOB	11/1/2005	2005	4,195.00
House Fitness Center	SERVICES MANAGEMENT,	SEATED LEG CURL - CYBEX	G2-24, Rayburn HOB	11/1/2005	2005	4,195.00
House Fitness Center	SERVICES MANAGEMENT,	CALF RAISE - CYBEX 1112095	G2-24, Rayburn HOB	11/1/2005	2005	2,445.00
House Fitness Center	SERVICES MANAGEMENT,	HIP ABDUCTION - CYBEX 464595	G2-24, Rayburn HOB	11/1/2005	2005	3,195.00
House Fitness Center	SERVICES MANAGEMENT,	HIP ABDUCTION - CYBEX 464095	G2-24, Rayburn HOB	11/1/2005	2005	3,195.00
House Fitness Center	SERVICES MANAGEMENT,	ABDOMINAL - CYBEX 1109095	G2-24, Rayburn HOB	11/1/2005	2005	2,795.00
House Fitness Center	SERVICES MANAGEMENT,	LOWER BACK - CYBEX 1110195	G2-24, Rayburn HOB	11/1/2005	2005	3,195.00
House Fitness Center	SERVICES MANAGEMENT,	TORSO ROTATION - CYBEX 1119095	G2-24, Rayburn HOB	11/1/2005	2005	3,695.00
House Fitness Center	SERVICES MANAGEMENT,	GLUTE PRESS - CYBEX1117095	G2-24, Rayburn HOB	11/1/2005	2005	3,495.00
House Fitness Center	SERVICES MANAGEMENT,	LATERAL RAISE - CYBEX 1116095	G2-24, Rayburn HOB	11/1/2005	2005	3,995.00

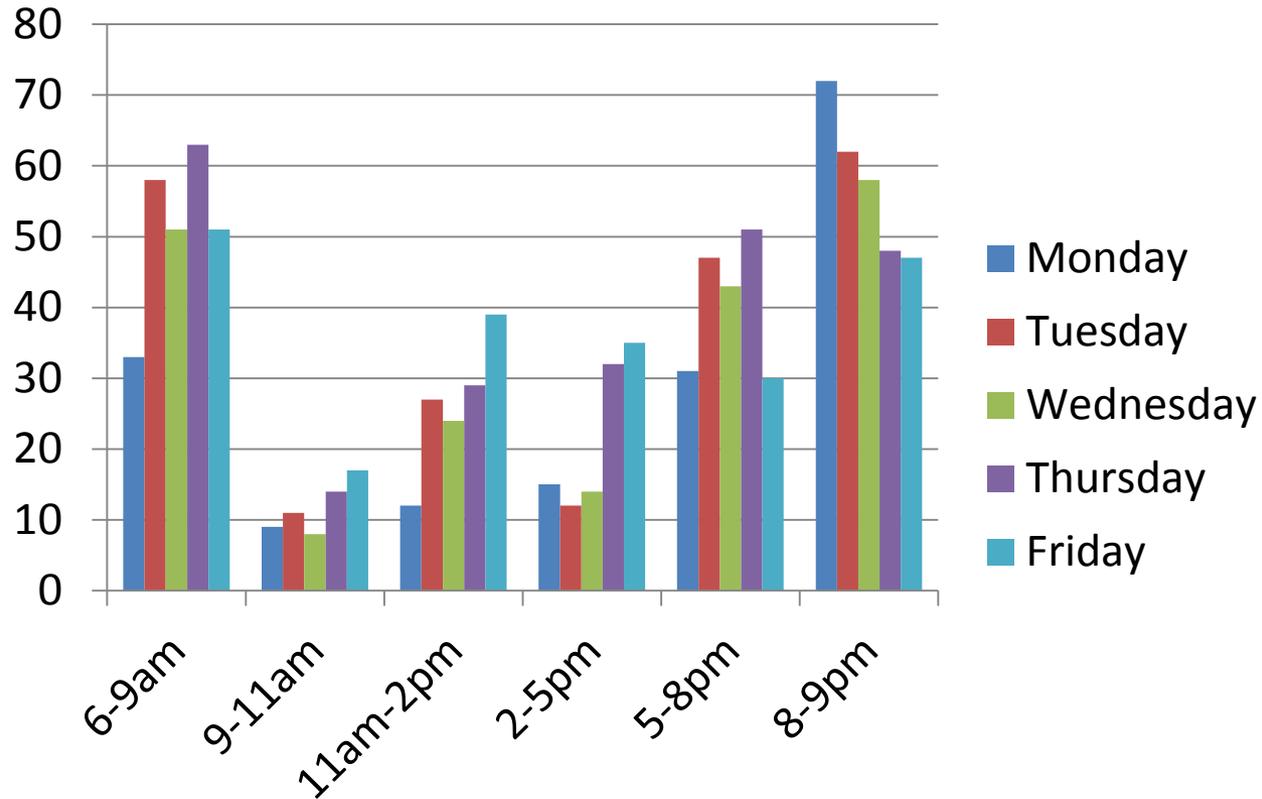
RFP OAM170125 - Attachment J.3 HSFC Inventory

Sub Org Description	Custodian Name	Asset Description	Building Address	In Service Date	In Service or Purchase Year	Amount
House Fitness Center	SERVICES MANAGEMENT,	INCLINE PULL - CYBEX 1102095	G2-24, Rayburn HOB	11/1/2005	2005	5,395.00
House Fitness Center	SERVICES MANAGEMENT,	OVERHEAD PRESS - CYBEX 1101095	G2-24, Rayburn HOB	11/1/2005	2005	5,295.00
House Fitness Center	SERVICES MANAGEMENT,	SEATED ROW - CYBEX 1103095	G2-24, Rayburn HOB	11/1/2005	2005	5,395.00
House Fitness Center	SERVICES MANAGEMENT,	FLY REAR DELT - CYBEX 1111195	G2-24, Rayburn HOB	11/1/2005	2005	5,595.00
House Fitness Center	SERVICES MANAGEMENT,	LAT PULL DOWN - CYBEX 1113095	G2-24, Rayburn HOB	11/1/2005	2005	5,395.00
House Fitness Center	SERVICES MANAGEMENT,	INCLINE PRESS - CYBEX 1115095	G2-24, Rayburn HOB	11/1/2005	2005	5,395.00
House Fitness Center	SERVICES MANAGEMENT,	CHEST PRESS - CYBEX 1100095	G2-24, Rayburn HOB	11/1/2005	2005	5,395.00
House Fitness Center	SERVICES MANAGEMENT,	FT 360 CYBEX 910095	G2-24, Rayburn HOB	11/1/2005	2005	4,195.00
House Fitness Center	SERVICES MANAGEMENT,	ASSISTED CHIN UP - CYBEX 53459	G2-24, Rayburn HOB	11/1/2005	2005	2,925.00
House Fitness Center	SERVICES MANAGEMENT,	BICEP CURL - CYBEX 1107095	G2-24, Rayburn HOB	11/1/2005	2005	3,095.00
House Fitness Center	SERVICES MANAGEMENT,	TRICEP EXTENSION - CYBEX 11080	G2-24, Rayburn HOB	11/1/2005	2005	2,445.00
House Fitness Center	SERVICES MANAGEMENT,	CABLE PULLDOWN ROW - LIFE FIT	G2-24, Rayburn HOB	1/1/2013	2013	1,411.00
House Fitness Center	SERVICES MANAGEMENT,	SMITH SQUAT RACK - PRECOR	G2-24, Rayburn HOB	11/1/2005	2005	2,380.00
House Fitness Center	SERVICES MANAGEMENT,	SMITH SQUAT RACK - PRECOR	G2-24, Rayburn HOB	11/1/2005	2005	2,380.00
House Fitness Center	SERVICES MANAGEMENT,	BICYCLE - CYBEX 625C UPRIGHT C	G2-24, Rayburn HOB	2/7/2014	2014	3,463.95
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - CYBEX 770T W/115V	G2-24, Rayburn HOB	5/15/2014	2014	5,669.77
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - CYBEX 770T W/115V	G2-24, Rayburn HOB	5/15/2014	2014	5,669.76
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, UPRIGHT 625C E3	G2-24, Rayburn HOB	1/8/2015	2015	3,469.00
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, 625C E3 IPOD	G2-24, Rayburn HOB	1/8/2015	2015	3,469.00
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, 625C E3 IPOD	G2-24, Rayburn HOB	1/8/2015	2015	3,469.00
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, 625R E3 IPOD	G2-24, Rayburn HOB	1/8/2015	2015	3,648.00
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, 625R E3 IPOD	G2-24, Rayburn HOB	1/8/2015	2015	3,648.00
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, 625R E3 IPOD	G2-24, Rayburn HOB	1/8/2015	2015	3,648.00
House Fitness Center	SERVICES MANAGEMENT,	CARDIO CYCLE, 625ER E3 IPOD	G2-24, Rayburn HOB	1/8/2015	2015	3,645.35
House Fitness Center	SERVICES MANAGEMENT,	E SPINNER, MODEL 7200	G2-24, Rayburn HOB	3/13/2015	2015	3,869.95
House Fitness Center	SERVICES MANAGEMENT,	E SPINNER, MODEL 7200	G2-24, Rayburn HOB	3/13/2015	2015	3,869.95
House Fitness Center	SERVICES MANAGEMENT,	EXERCISE EQUIPMENT - CLIMBMILL	G2-24, Rayburn HOB	7/8/2015	2015	6,118.00
House Fitness Center	SERVICES MANAGEMENT,	COMPUTER - DELL 390	G2-24, Rayburn HOB	6/1/2016	2016	0.00
House Fitness Center	SERVICES MANAGEMENT,	TREADMILL - LIFEFITNESS 95T	G2-24, Rayburn HOB	6/1/2016	2016	0.00
House Fitness Center	SERVICES MANAGEMENT,	COPIER - CANON 3480G	G2-24, Rayburn HOB	1/27/2009	2009	10,168.75
House Fitness Center	SERVICES MANAGEMENT,	Dell OptiPlex 960	G2-24, Rayburn HOB	5/28/2010	2010	1,291.30

<b>Attachment J.4</b>	<b>RFP OAM17012S House Staff Fitness Center</b>											
	<b>Historical Membership Levels</b>											
	<b>HSFC Membership Ending Balaneces- Monthly</b>											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012					1315	1306	1291	1307	1298	1270	1267	1259
2013	1286	1278	1268	1286	1283	1292	1302	1323	1299	1339	1332	1337
2014	1368	1382	1362	1358	1347	1360	1357	1377	1380	1365	1354	1320
2015	1398	1395	1396	1404	1376	1380	1354	1367	1369	1361	1336	1304
2016	1303	1315	1341	1350	1331	1334	1334	1331	1312	1305		
Overall Average	1338.75	1342.5	1341.75	1349.5	1330.4	1334.4	1327.6	1341	1331.6	1328	1322.25	1305
Most Recent 2 Year Average	1350.5	1355	1368.5	1377	1353.5	1357	1344	1349	1340.5	1333	1336	1304

# J.5 Average Daily Usage by Time - HSFC RFP OAM17012S

## Average Daily Usage By Time



**HOUSE OFFICE BUILDING COMMISSION**  
**House of Representatives**

---

**RULES AND REGULATIONS GOVERNING THE HOUSE OFFICE BUILDINGS, HOUSE  
GARAGES AND THE CAPITOL POWER PLANT**

**February 1999**

Pursuant to the authority conferred on the House Office Building Commission ("Commission") by the Act of March 4, 1907 (34 Stat. 1865, as amended (40 U.S.C. 174) the following rules and regulations are promulgated governing the use and occupancy of rooms and space, including terraces, entrances, lobbies, foyers, corridors, cafeterias, restaurants and areas appurtenant thereto, in the Cannon, Longworth, and Rayburn House Office Buildings, in the House annexes, the House of Representatives garages, and the Capitol Power Plant:

- (1) **Property Damage:** willful destruction, damage, desecration, or removal of any Government property or part thereof is prohibited.
- (2) **Media:** Except as provided in Subsection (3) or the Rules of the House, photographing, filming (including news filming), televising, recording or broadcasting in buildings under the jurisdiction of the Commission is prohibited, absent prior written permission from the Commission or its designee. Applications for such permission should be made to the Speaker.
- (3) **Photography for Personal Use Utilizing Hand Held Cameras:** Notwithstanding subsection (2), visitors are permitted to take photographs of the public areas in the buildings under the jurisdiction of the Commission. Such photographs may only be made for personal use and must be taken with hand-held cameras. Commercial use of such photographs is strictly prohibited. The use of flash equipment or other special photolighting devices, tripods, or other bulky accessory equipment is not permitted unless prior written permission is obtained from the Commission. Applications for such permission shall be made to the Speaker.
- (4) **Soliciting commercial ventures, and other non-governmental activities:** The soliciting of alms and contributions, commercial soliciting for products or services, and vending of all kinds, the display or distribution of commercial advertising, the collecting of private debts, or the distribution of material such as pamphlets, handbills and flyers in any of the areas covered by these regulations is prohibited. This section does not apply to national or local drives for funds for welfare, health, or other purposes sponsored or approved by the Commission, or to personal notices posted by employees on authorized bulletins. Staff organizations, duly recognized by the Commission may charge a fee for attendance at any functions sponsored by such organization. This fee

must be closely calculated to cover only the costs incurred by the organization in conducting the function.

- (5) Use of meeting rooms: The use of meeting rooms under the jurisdiction of the Commission is restricted to Congressionally related uses or purposes which serve Members, Committees, Officers or organizations of the Congress. Conditions and procedures for use of the rooms may be promulgated by the Commission.
- (6) Weapons and explosives: No person, except members of the Capitol Police and individuals authorized by law, or by regulations promulgated by the Capitol Police Board, shall enter any of the areas covered by these regulations who. has in his possession, openly or concealed, any dangerous or deadly weapon, explosive, incendiary or electronic device, and the use or discharge thereof is prohibited
- (7) Disturbances: The making of any oration, or the utterance of any loud, threatening, or abusive language or sounds, or the use of any device or sounds amplification system which emits loud, threatening or abusive language sound is prohibited.
- (8) Obstruction: Assembling, loitering and congregating singly or in groups, in or about the entrances and exits or obstructing foyers, corridors, and rooms covered by these regulations, or displaying any flag, banner, or device designed or adapted to bring into public notice any person, party, organization or movement, is prohibited.
- (9) Structural Improvements or Modifications: Structural improvement and modification will be authorized by the Commission pursuant to rules promulgated by the Commission. Applications for modifications shall be submitted to the Speaker.
- (10) Compliance with regulations: Persons entering the areas under the jurisdiction of the Commission shall comply with all official signs of a prohibitory or directory nature, and during emergencies, with the directives of the Capitol Police or other authorized personnel, shall be subject to arrest and prosecution.

HOUSE OFFICE BUILDING COMMISSION

J. Dennis Hastert, *Chairman*

Richard K. Armey

Richard A. Gephardt

## **CRITERIA FOR STRUCTURAL IMPROVEMENT OR MODIFICATIONS**

**February, 1999**

Structural Improvement/Modifications: Pursuant to subsection (9) of the House Office Building Commission Rules adopted this day, structural improvements and modifications will be authorized and prioritized by the Commission based upon the following criteria:

- (1) The modification or improvement will not significantly alter the structural aspects of the office space so as to render it inconsistent with other office space in the balance of the building.
- (2) The modification or improvement is a prudent decision based upon the long term use of the space; and
- (3) The funds are available for the modification or improvement.

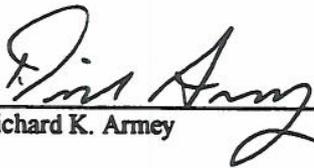
# Congress of the United States

Washington, DC 20515

## HOUSE OFFICE BUILDING COMMISSION RULES ADOPTION

This is to certify that on the 9<sup>th</sup> of February, the members of the House Office Building Commission approved the attached rules.

  
\_\_\_\_\_  
J. Dennis Hastert, Chairman

  
\_\_\_\_\_  
Richard K. Arney

  
\_\_\_\_\_  
Richard A. Gephardt

J. Dennis Hastert, Chairman  
Richard K. Armey  
Richard A. Gephardt

**UNITED STATES HOUSE OF REPRESENTATIVES  
HOUSE OFFICE BUILDING COMMISSION  
RULES REGARDING THE CATERING OF VARIOUS EVENTS IN THE  
HOUSE OFFICE BUILDINGS**

The recent proliferation of the catering of various events in the House Office Buildings has given rise to conduct and activities by the caterers that are unacceptable in the buildings where the House of Representatives must be conducted and which must obviously take precedence.

As a result, the House Office Building Commission has, as of this date, places the following rules in effect pursuant to the authority conferred on the Commission by 40 USC 175 (34 Stat. 1365), as amended.

1. Absolutely no cooking or other food preparation is permitted in the public corridors of any of the House Office Buildings.
2. No dishwashing or other ware cleaning is permitted in the public corridors of any of the House Office Buildings.
3. No propane or other bottled gas tanks of any kind are permitted in any of the House Office Buildings.
4. No consumption of food or beverages is permitted in the public corridors of any of the House Office Buildings.
5. No beverages may be served in the public corridors of any of the House Office Buildings.
6. No outside caterers will be permitted to provide catering services in the House Office Buildings unless the firms are registered with the House Superintendents Office.
7. Outside caterers are responsible for event trash removal.
8. No ice will be provided for outside caterers.
9. Outside caterers who fail to comply with these rules will not be allowed to cater in the House Office Buildings.

MEMBERS AND OFFICERS WHO SPONSOR VARIOUS CATERED EVENTS ARE RESPONSIBLE FOR COMPLIANCE WITH THESE RULES.

HOUSE OFFICE BUILDING COMMISSION  
J. Dennis Hastert  
Richard K. Armey  
Richard A. Gephardt

## Hallway Policy

### Section 1.0 Background

- 1.1 This policy has been developed to improve House compliance with the requirements of the Americans with Disabilities Act and the Occupational Safety and Health Act as applied to Congress by the Congressional Accountability Act, and the Life Safety Code.
- 1.2 This policy has been established for the protection of Members, Officers, employees of the House and visitors to the House Office Buildings and governs the display of flags and the placing or storing of any items within a hallway exit access, exit or stairwell of the House Office Buildings. This is an evolving policy with the goal of eliminating, to the extent possible, placement of items in the hallways in the House Office Buildings.

### Section 2.0 Applicability and Responsibilities

- 2.1 This policy applies to all offices in the House Office Buildings.
- 2.2 The Chief Administrative Officer (CAO) is responsible for the storage, removal and disposal of all equipment and furnishing items placed within a hallway, exit access, exit or stairwell consistent with applicable statutes, regulations, policies and procedures.
- 2.3 The Superintendent of the House Office Buildings under the Architect of the Capitol (AOC) (Superintendent) is responsible for the removal of trash and recyclable materials placed within a hallway, exit access, exit or stairwell. In addition, the Superintendent is responsible for the administration of the hallway flag display policy and, at the direction of the Fire Marshal, the construction of fire resistant temporary enclosures (which shall include construction barriers) around items authorized to be stored in a hallway or exit access on an Extended Temporary and Long-Term Storage basis.
- 2.4 The AOC Fire Marshal is responsible for directing and approving the construction of fire resistant temporary enclosures (which shall include construction barriers) around items authorized to be stored in a hallway or exit access on an Extended Temporary and Long-Term Storage basis. Temporary storage enclosures shall be constructed of fire rated materials.
- 2.5 The CAO, the Superintendent and the AOC Fire Marshal are responsible for acting in concert to administer and enforce this policy.

Section 3.0 Policy

3.1 General

- 3.1.1 Offices shall not place or store any item(s) in an exit or stairwell.
- 3.1.2 Offices shall not place or store any item(s) within a hallway or exit access of the House Office Buildings except as authorized by this policy.
- 3.1.3 Items authorized to be placed or stored in a hallway or exit access shall be placed against the exterior walls only, and such that they do not block access to, egress from, or visibility of exits, exit accesses, or exit discharges or interfere in any way with access to fire and safety equipment and by emergency personnel.

3.2 Flags

- 3.2.1 The Superintendent shall install wall-mounted flag holders in the hallway or exit access adjacent to the main door of each Member and committee office. The design and location of the flag holder shall be approved by the House Office Building Commission (HOBC) and, as approved by the HOBC, shall be established as the standard configuration for the House Office Buildings. Deviations from this standard configuration shall be subject to approval by the HOBC.
- 3.2.2 Each Member is limited to three flags for hallway or exit access display: the flag of the United States, the flag of the Member's home state and a third flag of an appropriate nature of the Member's choosing, e.g., the POW-MIA flag.
- 3.2.3 Each committee office is limited to two flags for hallway or exit access display: the flag of the United States, and a second flag of an appropriate nature chosen by the chairman for an office of the majority or the ranking member for an office of the minority, e.g., the POW-MIA flag.
- 3.2.4 The dimensions of a flag authorized for display in a hallway or exit access may not exceed 3' x 5'.
- 3.2.5 Once an office's wall-mounted flag holder(s) has been installed, any floor-based flag stand and the flag displayed thereon placed in a hallway by the office shall be removed by the Superintendent.
- 3.2.6 Upon request of the office, the Superintendent will return the floor-based stand and the flag. If a request is not received within three weeks of the day of remove, the items shall be disposed of by the Superintendent.

### 3.3 Equipment

- 3.3.1 Equipment shall not be placed in any hallway or exit access. To arrange to have a piece of equipment removed from an office, the office should contact the CAO at 5-8000.
- 3.3.2 In the event that equipment is left in a hallway or exit access, the CAO shall remove the equipment, regardless of signage, except for equipment authorized to be stored at such location on a Temporary, Extended Temporary, or Long-Term Storage basis. (See sections 3.6, 3.7, and 3.8)
- 3.3.3 The CAO shall hold removed equipment for three business days. If an item(s) is not claimed within this three day period, the CAO shall dispose of the item(s). To claim an item(s), an office should contact the CAO at 5-8000.

### 3.4 Furnishings

- 3.4.1 Furnishings of any kind, including but not limited to furniture items (including sign-in/registration tables, pedestals, easels, carpets, rugs and mats); shades, drapes, and screens; artwork, exhibits and posters; and trees, flowers and other plants may not be placed in a hallway or exit access. To arrange to have furnishings removed from an office; the office should contact the CAO at 5-8000.
- 3.4.2 Furnishings placed in a hallway or exit access, regardless of signage, will be presumed to be excess and shall be removed but the CAO, except for an item(s) authorized to be stored at such location on a Temporary, Extended Temporary, or Long-Term Storage basis. The CAO shall schedule the removal of such items between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday. (See sections 3.6, 3.7, and 3.8)
- 3.4.3 The CAO shall hold removed furnishings for three business days. If an item(s) is not claimed within this three day period, the CAO shall dispose of the item(s). To claim an item(s), an office should contact the CAO at 5-8000.
- 3.4.4 For purposes of this policy safety equipment, such as quick hood cabinets, do not constitute furnishings for purposes of this policy.

### 3.5 Trash and Recyclable Material

- 3.5.1 Offices may place trash and recyclable materials in the hallways for disposal between the hours of 5:00 p.m. and 7:00 a.m.
- 3.5.2 The Superintendent shall schedule regular removal of trash and recyclable materials between the hours of 5:00 p.m. and 7:00 a.m.

- 3.5.3 Offices may contact the Superintendent at anytime at 5-4141 to make arrangements to have trash, and/or recyclable materials removed during the hours of 9:00 a.m. to 5:00 p.m.
- 3.5.4 All trash and/or recyclable materials placed within a hallway or exit access for disposal shall be neatly stacked and piled. Items other than equipment or furniture, placed in the hallway will be assumed to be trash or recyclable materials and will be removed and disposed of by the Superintendent.

### 3.6 Temporary Storage

- 3.6.1 Temporary Storage is storage in a hallway or exit access for up to twenty-four hours or by 7:00 a.m. of the next business day whichever is longer.
- 3.6.2 Temporary Storage in a hallway or exit access will only be authorized in support of the conduct of an event being held in a committee/meeting/special events room or when required to support repairs or renovations to the House Office Buildings.
- 3.6.3 When Temporary Storage is authorized, the CAO or the Superintendent will designate the item(s) as an authorized Temporary Storage item(s) and arrange for the removal of the item(s) from the location to which it is assigned, the placement of the item(s) in the hallway or exit access, and its subsequent return to its assigned location.
- 3.6.4 Under no circumstances are flammable liquids or high hazard materials to be placed in a hallway or exit access as Temporary Storage items.
- 3.6.5 All items constituting temporary storage shall be placed against exterior walls and in such a manner that they do not block access to, egress from, or visibility of exits, exit accesses or exit discharges and do not interfere in any way with access to fire and safety equipment by emergency personnel.
- 3.6.6 Proper functioning of fire and emergency protection systems shall be maintained at all times. Items shall be stored such that the visibility of, access to or function of the following are not blocked or otherwise impaired: electrical panels, emergency equipment supply cabinets, annunciators, emergency lighting, exit doors and/or stairs, exit signs, fire alarm pull stations, fire alarm panels, fire extinguishers, fire standpipe hose connection stations, smoke detectors, sprinkler heads, or any other portions of the fire and emergency protection systems.
- 3.6.7 Items temporarily stored in a hallway or exit access shall be placed so as to maintain a minimum width of 70 percent of the hallway or 48 inches whichever is greater, i.e. a 100" hallway would require 70" clearance, and a 48" hallway would require 48" clearance (no storage).

- 3.6.8 Items temporarily stored in a hallway or exit access shall not be stacked in excess of sixty (60) inches high or such that they may easily topple over into the hallways or exit access.
- 3.6.9 Chairs temporarily stored in a hallway or exit access shall be placed no more than two rows deep.
- 3.6.10 When an event is being held in a committee/meeting/special events room, the host of the event shall be allowed to temporarily place a table(s) and chairs in the hallway outside the location of the event to serve as a registration and/or information location. Such table(s) and chairs shall be set up no earlier than one hour prior to the event and shall be removed immediately upon conclusion of the event and shall be placed so as to maintain a minimum width of 70 percent of the hallway or exit access or 48 inches whichever is greater. Requests for the set up and/or removal of such table(s) and chairs shall be submitted to the CAO at 5-8000.
- 3.6.11 Trash and/or recycling trucks shall not be stored in a hallway or exit access for more than twenty-four hours or beyond 7:00 a.m. of the next business day, whichever is longer.
- 3.6.12 With the exception of registration tables and chairs for events that are occurring in committee rooms, Temporary Storage in the hallway or exit access of the Rayburn Building horseshoe entrance running parallel with South Capitol Street is prohibited.

### 3.7 Extended Temporary Storage

- 3.7.1 Extended Temporary Storage is storage in a hallway or exit access for more than twenty-four hours but not more than 30 days.
- 3.7.2 Extended Temporary Storage in a hallway or exit access shall be de minimus in size to the extent practical.
- 3.7.3 Circumstances in which Extended Temporary Storage will be authorized include but are not limited to office moves, repairs and renovations to the House Office Buildings, carpet installations and furniture/equipment deliveries.
- 3.7.4 When the Extended Temporary Storage occurs, the CAO or the Superintendent will designate the item(s) as authorized Extended Temporary Storage item(s), arrange for the removal of the item(s) from the location to which it is assigned, the placement of the item(s) in the hallway or exit access, and its subsequent return to its assigned location.
- 3.7.5 If Extended Temporary Storage items are to be stored in a hallway or exit access for a period of time to exceed seven days, the Superintendent shall be consulted by

the parties wishing to utilize Extended Temporary Storage prior to an item(s) being placed in the hallway or exit access. The Superintendent, in consultation with the Fire Marshal, shall determine whether or not a temporary storage enclosure (to include construction barriers) should be constructed around the item(s) being stored.

- 3.7.6 Under no circumstances are flammable liquids or high hazard materials to be placed in a hallway or exit access as Temporary Storage items.
  - 3.7.7 All items constituting extended temporary storage shall be placed against exterior walls, and in such a manner that they do not block access to, egress from, or visibility of exits, exit accesses, or exit discharges and do not interfere in any way with access to fire and safety equipment and by emergency personnel.
  - 3.7.8 Proper functioning of fire and emergency protection systems shall be maintained at all times. Items shall be stored such that the visibility of, access to or function of the following are not blocked or otherwise impaired: electrical panels, emergency equipment supply cabinets, enunciators, emergency lighting, exit doors and/or stairs, exit signs, fire alarm pull stations, fire alarm panels, fire extinguishers, fire standpipe hose connection stations, smoke detectors, sprinkler heads, or any other portions of the fire and emergency protection systems.
  - 3.7.9 Items stored in a hallway or exit access shall be stacked so as to maintain a minimum width of 70 percent of the hallway or 48 inches whichever is greater, i.e. a 100" hallway would require 70" clearance, and a 48" hallway would require 48" clearance (no storage).
  - 3.7.10 Items stored in a hallway or exit access shall not be stacked in excess of sixty (60) inches high or such that they may easily topple over into the hallways or exit access.
  - 3.7.11 Chairs stored in a hallway or exit access shall be placed no more than two rows deep.
  - 3.7.12 Extended Temporary Storage in the hallway or exit access of the Rayburn Building horseshoe entrance running parallel with South Capitol Street is prohibited.
- 3.8 Long-Term Storage
- 3.8.1 Long-Term Storage-is storage in a hallway exit access for over 30 days.
  - 3.8.2 Long-Term Storage in a hallway or exit access shall be de minimus in size and space consumed to the extent practical.

- 3.8.3 When the Long-Term Storage occurs, the CAO or the Superintendent will designate the item(s) as authorized Long-Term Storage item(s), arrange for the removal of the item(s) from the location to which it is assigned, the placement of the item(s) in the hallway or exit access, and its subsequent return to its assigned location.
- 3.8.4 The Superintendent shall coordinate with the Fire Marshal authorization for the utilization of Long-Term Storage prior any item(s) being placed in a hallway or exit access for Long-Term Storage.
- 3.8.5 Whenever Long-Term Storage in a hallway or exit access is authorized, the Superintendent, in consultation with the Fire Marshal, shall construct a temporary storage enclosure (which may include construction barriers) around the item(s) being stored.
- 3.8.6 Under no circumstances are flammable liquids or high hazard materials to be placed in the hallways as Long-Term Storage items. If flammable liquids or high hazard materials are stored in a hallway or exit access, the Fire Marshal has the authority to terminate the Long-Term Storage authorization immediately and to have the items removed.
- 3.8.7 Items constituting long term storage shall not be placed within three feet of fire and emergency equipment. Items shall be stored such that the visibility of, access to or function of the following are not blocked or otherwise impaired: electrical panels, emergency equipment supply cabinets, enunciators, emergency lighting, exit doors and/or stairs, exit signs, fire alarm pull stations, fire alarm panels, fire extinguishers, fire standpipe hose connection stations, smoke detectors, sprinkler heads, or any other portions of the fire and emergency protection systems.
- 3.8.8 Long-Term Storage in the hallway or exit access of the Rayburn Building horseshoe entrance running parallel with South Capitol Street is prohibited.
- 3.8.9 The Fire Marshal shall have the authority to terminate a Long-Term Storage authorization and shall provide twenty-four hours advance notice of the termination to the affected office, the CAO, and the Superintendent. The twenty-four hour notice period may be extended at the discretion of the Fire Marshal. In the event that Long-Term Storage authorization is terminated the Fire Marshal, the Superintendent and the CAO shall work with the office to find suitable alternative storage.

### 3.9 Catering

- 3.9.1 All outside caterers are to check-in with CAO Contractor Management prior to setting up for an event. In addition, all outside caterers must register with First Call prior to being provided access to the House Office Buildings.

- 3.9.2 Caterers shall be required to set up in the location designated by CAO Contractor Management.
- 3.9.3 A catering set up area shall not reduce the width of a hallway or exit access or exit access to less than 70 percent of the total width of the hallway or exit access or 48 inches in width, whichever is greater.
- 3.9.4 No cooking shall be permitted in any hallway or exit access of the House Office Buildings. For purposes of this policy the use of sterno to heat prepared food is not prohibited.
- 3.9.5 No dishwashing or other ware cleaning shall be conducted in any hallway, exit access or restrooms of any of the House Office Buildings.
- 3.9.6 No propane or other bottled gas tanks of any kind for the purposes of catering are permitted in any hallway or exit access of the House Office Buildings.
- 3.9.7 Freight elevators must be used to transport food and supplies in the House Office Buildings.
- 3.9.8 Outside caterers are responsible for event trash and recyclable materials removal in accordance with established procedures for the House Office Buildings.
- 3.9.9 Any outside caterer that fails to comply with these directives will be requested to leave the premises by Contractor Management and will not be allowed to cater future events on the House Campus.
- 3.9.10 Any outside caterer that believes that it has been wrongly removed shall have ten calendar days from the date of removal to appeal in writing the revocation of its catering ability with CAO Contractor Management.
- 3.9.11 CAO Contractor Management shall issue a written decision on the removal appeal within ten calendar days of receipt of the appeal.
- 3.9.12 If, after the decision of CAO Contractor Management, the outside caterer wishes to appeal, a written appeal may be made to the CAO whose decision shall be final.

## Section 4.0 Definitions

- 4.1 Exit – that portion of a means of egress that is separated from all other spaces of a building or structure by construction or equipment as required to provide a protected way of travel to the exit discharge. Exits include exterior exit doors, exit passageways, horizontal exits, exit stairs, and exit ramps. In the case of a stairway, the exit includes the stair enclosure, the door to the stair enclosure, stairs and landing inside the enclosure, the door from the stair enclosure to a hallway or exit access, the outside or to the level of exit discharge, and any exit passageway and its associated doors if such are provided so as to discharge the stair directly to the outside. In the case of a door leading directly from the street floor to the street or open air, the exit comprises only the door. Doors of individual rooms, as in offices, while constituting exit access from the room, are not referred to as exits except where they lead directly to the outside of the building.
- 4.2 Exit Access – that portion of a means of egress that leads to an exit.
- 4.3 Exit Discharge – that portion of a means of egress between the termination of an exit and a public way.
- 4.4 Exit Routes (Means of Egress) – a continuous and unobstructed way of travel from any point in a building or structure to a public way consisting of three separate and distinct parts: (1) the exit access, (2) the exit, and (3) the exit discharge. A means of egress comprises the vertical and horizontal travel paths and includes intervening room spaces, doorways, hallways, corridors, passageways, balconies, ramps, stairs, elevators, enclosures, lobbies, escalators, horizontal exits, courts, and yards.
- 4.5 Exterior Wall – the wall closest to the street side of the building.
- 4.6 Furnishings – includes but is not limited to furniture of any kind (including sign-in/registration tables, pedestals, easels, posters and exhibits); carpets, rugs and mats; shades, drapes, and screens; artwork, exhibits and posters; and trees, flowers and other plants.
- 4.7 Hallway – a public corridor or passageway into which offices, rooms, and stairwells open.
- 4.8 High Hazard Materials –chemical substances including but not limited to flammable and combustible substances, explosives and poisons.
- 4.9 Items –any furnishings, pieces of equipment, trash, or recycling materials.
- 4.10 Public Way – a street, alley, or other similar parcel of land essentially open to the outside air deeded, dedicated, or otherwise permanently appropriated to the public for public use and having a clear width and height of not less than 10 feet.

**Instructions for Completing the Pricing Tables Worksheet:**

Provide Annual Revenues and Expense Projections in Table 2 based on your Proposed Membership Rates in Table 1 that would result in no cost to the House at a Membership Level of 1300.

**Table 1 Definitions:**

Dues - with Annual Commitment	Monthly rate to be charged when a member commits to one year.
Dues - Month to Month	Monthly rate to be charged when a member commits to a month at a time.
Dues - Locker Room Only	Monthly rate to be charged when a member only uses the locker room
Initiation Fee	Fee paid to cover administrative costs of sign-up. Normally a one-time charge unless a membership lapses, in which case the fee will be assessed again.
Key Fob Deposit (Refundable)	Deposit to cover the cost of replacing a key fob in case it is not returned upon a member's departure. This fee is refunded to the member if the key fob is returned.
Locker Rental	This charge would be included if a member desired to store items overnight in designated lockers.

**Table 2 Definitions:**

<b>Revenues:</b>	
Dues - with Annual Commitment	The estimated amount of annual revenue generated from members paying dues based on a 1yr commitment.
Dues - Month to Month	The estimated amount of annual revenue generated from members paying dues based on a monthly commitment.
Dues - Locker Room Only	The estimated amount of annual revenue generated from members paying dues based on a locker room only membership
Initiation Fee	The estimated amount of annual revenue generated from members initiation fees.
Key Fob Deposit (Refundable)	The estimated amount of annual dollars received from members key fob deposits.
Locker Rental	The estimated amount of annual revenue generated from members paying to rent lockers.
<b>Expenses:</b>	
Staffing & Management	All annual costs associated with the staffing and management of the HSFC to include wages, benefits, taxes, etc. (Fully Loaded)
Exercise Equipment - Repair and Maintenance	All annual costs associated with the maintenance and repair of HSFC exercise equipment including items used in classes.
Exercise Equipment - Replacement	All annual costs associated with the replacement of HSFC exercise equipment including items used in classes.
Supplies - Office/Cleaning/Laundry	All annual costs associated with the purchase of office, facility cleaning, and laundry supplies.
Supplies - Towels/Linen	All annual costs associated with the purchase of towels and linens.
Marketing & Promotions	All annual costs associated with the purchase of items used to promote and encourage membership and participation at the HSFC.
Other Equipment (please detail)	All annual costs associated with any equipment other than exercise equipment that is related to HSFC operations.
Other (please detail by providing a separate line item for each expense not included above)	Any other annual costs not captured elsewhere that are related to the operation of the HSFC.
Overhead	All annual costs associated with overhead related to the HSFC operations.
<b>Membership processing costs</b>	
Credit Card Processing	All annual costs associated with the processing of credit card payments.
Electronic Funds Transfers	All annual costs associated with the processing of electronic fund transfers..
Other fees related to processing payments or maintaining membership accounts	All annual costs associated with the processing payments or maintaining membership accounts not already accounted for elsewhere.
Option - Weekly cost for each additional block of 5 classes per week	The cost per week for the option of each block of 5 additional weekly classes (over the 20 per week minimum) to be added at the House's request

**Table 1**

<b>Proposed Per-Member Rates to Break Even at 1300 Members</b>			
	<b>Base Period (1 year)</b>	<b>Option Period 1 (2 years)</b>	<b>Option Period 2 (2 years)</b>
Dues - with Annual Commitment	\$/month	\$/month	\$/month
Dues - Month to Month	\$/month	\$/month	\$/month
Dues - Locker Room Only	\$/month	\$/month	\$/month
Initiation Fee (upon enrollment or lapse in membership)	\$	\$	\$
Key Fob Refundable Deposit (returned to member upon cancellation if Key Fob is returned)	\$	\$	\$
Locker Rental	\$/month	\$/month	\$/month

**Table 2**

	<b>Annual Projections</b>			<b>Comments</b>
	<b>Base Period (1 year)</b>	<b>Option Period 1 (2 years)</b>	<b>Option Period 2 (2 years)</b>	
<b>Revenues:</b>				
Dues - with Annual Commitment				
Dues - Month to Month				
Dues - Locker Room Only				
Initiation Fee				
Key Fob Deposit (Refundable)				
Locker Rental				
<b>Expenses:</b>				
Staffing & Management				
Exercise Equipment - Repair and Maintenance				
Exercise Equipment -Replacement				
Supplies - Office/Cleaning/Laundry				
Supplies - Towels/Linen				
Marketing & Promotions				
Other Equipment (please detail)				

**Table 2**

	Annual Projections			Comments
	Base Period (1 year)	Option Period 1 (2 years)	Option Period 2 (2 years)	
Other (please detail by providing a separate line item for each expense not included above)				
Overhead				
<b>Membership processing costs:</b>				
Credit Card Processing				
Electronic Funds Transfers				
Other fees related to processing payments or maintaining membership accounts				
<b>Option</b> - Weekly cost for each additional block of 5 classes per week				