

2. CONTRACT NUMBER	3. SOLICITATION NUMBER OPR12000031	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09/10/2012	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY CAO Acquisitions & Contract Management 358 Ford HOB Washington, DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2214 ext.	CODE ACM	8. ADDRESS OFFER TO (If other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NA until 2:00 Pm local time 10/16/2012 (Date) (Hour)

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

10. FOR INFORMATION CALL:	A. NAME Jim Tiani	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 225-7158 EXT.:	C. E-MAIL ADDRESS james.tiani@mail.house.gov
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OFFER (Must be fully completed by offeror)

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

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

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

AWARD (To be completed by Government)

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

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

Line Item Summary	Document Number OPR12000031	Title High Speed Internet Service	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Complete Pricing Sheet Attachment 1		0.00	ea	\$ _____	\$ _____
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SECTION B – SUPPLIES OR SERVICES AND PRICING

1. Multi-Gig Ethernet Internet Service, Un-Managed
2. Ethernet Over SONET Internet Service Un-Managed

The House is requesting multi-year pricing on Schedule B. The House acknowledges the rapid advancements being made in bandwidth technology. These advances in many cases result in increased bandwidth capacity at a lower cost. The House and awardee(s) of this contract will establish an initiative to monitor technological advances that may result in increased bandwidth capacity at a reduced cost. In the event that these technology advances are implemented by the House which yields greater bandwidth capacity at a lower cost, the awardee will reduce the cost to the House accordingly.

PLEASE COMPLETE ATTACHMENT 1 Pricing Schedule

SECTION C – DESCRIPTION OF SUPPLIES AND SERVICES

The U.S. House of Representatives (hereinafter referred to as “the House”) seeks to acquire reliable and cost-efficient high-speed Internet services for its offices in Washington, DC and at the Alternate Computing Facility (ACF) in northern Virginia.

The House publishes this Request for Proposal (RFP) in order to establish a contractual relationship with one or more Internet service providers who can provide for higher bandwidth, leverage newer technology, provide for physical pathway diversity and satisfy the indefinite quantity of the recurring tasks defined in this solicitation, as well as additional associated tasks based on evolving requirements technology.

Background

The Office of Chief Administrative Officer (CAO), House Information Resources (HIR), Network and Facilities (NAF) Directorate determines and coordinates the House’s communications infrastructure and device configuration. NAF is also responsible for all updates, replacement, and maintenance of various communications services and communications-related hardware platforms across the House Campus and Wide Area Network (WAN).

The House has installed a large campus network in Washington, D.C. and WAN connections to the Member District offices in the 50 States and territories. The House has standardized on Cisco network devices and has deployed over 2,000 routers, switches, access servers, Virtual Private Network (VPN) hardware concentrators and clients and other network devices to support 11,000+ users in Washington, D.C. spread across six buildings on Capitol Hill plus the 900 plus Member District offices.

The House currently has a dual-homed Internet strategy that uses two Internet Service Providers (ISPs). Provider facilities terminate in the Ford House Office Building and at the ACF. The House runs two, tiered-rate GigEs with BGP4 on its external border routers. These routers advertise the House’s 3 Class B IP address networks to the providers and receive the full BGP table from the providers. The House has a separate dual-homed VPN configuration that uses two ISPs. The facilities terminate in the Ford House Office Building and the ACF. These connections consist of one tiered-rate GigE and one tiered-rate OC-3 which advertise House IP address space (outside of the 3 class B ranges mentioned previously). The House understands the increasing user requirements for Internet access and expects that it will have to periodically upgrade its bandwidth.

The House may award contracts to more than one ISP for its Gig or multi-Gig Ethernet Internet service, to ensure provider as well as geographic diversity. Offerors should also be aware that once contracts are awarded, the House intends to work closely with all winning provider(s) to ensure that the House’s requirements for physical path diversity between providers and Local Exchange Carriers (LECs) are met.

House Network Infrastructure

The House has standardized its infrastructure on Cisco devices, and maintains compliance and interoperability with recognized industry standards. The House presently maintains and is actively augmenting its existing 24x7 mission-critical communications infrastructure to include at a minimum but not be limited to:

- Ethernet
- Multiprotocol Label Switching (MPLS)
- Digital Subscriber Line (DSL)
- Virtual Private Network (VPN)

- Internet Access
- Wireless Fidelity (Wi-Fi)

Router Hardware

The House has installed and supports the following Cisco router inventory:

- Cisco 18xx, 28xx, 19xx Series
- Cisco Aggregation Service Routers (ASR) Series
- Cisco 6500 Series
- Cisco Nexus Series

Router Operating System

The House has installed and supports the Cisco Internet Operating System (IOS) version 12.x on its existing fleet of Cisco routers.

Supported Routing Protocols

The House currently supports the Border Gateway Protocol (BGP) across its Internet and MPLS connections and Enhanced Interior Gateway Protocol across its internal environment.

Supported Routed Protocols

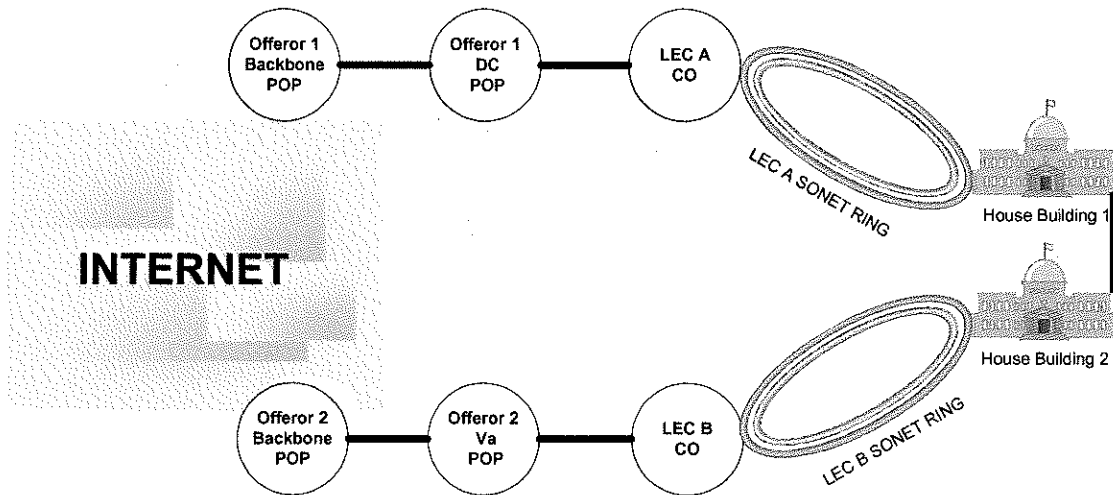
The House currently supports both Internet Protocol version 4 (IPv4) and Internet Protocol version 6 (IPv6) across its Internet connections. The House supports IPv4 as the routed protocol across its internal network environment and is currently working to provide IPv6 support.

Current Services

The House has the following unmanaged Tiered Internet services in operation:

- 3 installations of GigEs, with bandwidths of 600, 400, and 100 Mb.
- 1 installation of Optical Carrier -3 (OC3) with a bandwidth of 155 Mb.
 - The House advertises its address space via BGP to the ISP and receives the entire Internet routing table from the ISP via BGP on the 600 and 400 Mb connections which are used for Campus services such as email and user Internet access.
 - The other two connections (155 and 100Mb) each advertise via BGP a /24 to the ISP and receive a default route from the ISP. These connections are used exclusively for VPN access.

In order to make House requirements clear, the House provides the following definitions.



Internet Backbone Facilities – The facilities encompassing the Offeror’s Internet backbone nodes and high-speed trunks (inter-machine trunks), commonly understood to be the Provider’s Internet backbone.

Internet Access Facilities – The facilities stretching from the House CPE to the Offeror’s Internet backbone facilities, including any tail circuits, Offeror Points of Presence (POPs), LEC POPs, Central Offices, local loops, cable runs, cross-connects, wiring hand-offs, conduits, equipment, etc. The Offeror must frame its responses within the scope of these definitions.

Days – All references to days are defined to mean Calendar Days unless specified as Business Days.

Mandatory Requirements for Submission of a Proposal

- Vendors are required to have access to the entire Internet region routing establishment through peering ecosystem relationships.
- The following is a list of requirements that each Offeror must meet to be considered for evaluation. Circle either **Y for Yes** or **N for No**. Responses that are retyped, rewritten, or altered in any manner will not be considered further.

Response	Requirements
Circle Y or N	Equipment & Services
Y N	The Offeror is required to guarantee not to block or filter any traffic at any ingress, egress and/or any other points on connections used by the House to traverse Offeror’s network infrastructure.
Y N	The Offeror is required to meet or exceed service availability of 99.999% for on-network and off-network end-to-end access.
Y N	The Offeror agrees to provide a credit when service availability for a month falls below 99.999% per circuit.
Y N	The Offeror will explain the procedures for testing and troubleshooting the circuits they provide.
	Installation
Y N	The Offeror agree to have all service requests (new, adds, and moves) installed and operational in 90 days or less.

Response	Requirements
	Maintenance & Support
Y N	The Carrier agrees to provide 5 business day notice for all planned maintenance and that it be performed between the hours of 0000 and 0530 local time.
Y N	The Carrier will provide a trouble reporting center with a toll free access number and 24 hours per day, 7 days per week coverage.
Y N	The Carrier will provide online filing of trouble reports and the ability to track all trouble reports real-time.
Y N	The Offeror will respond to a call for assistance or an online filing of a trouble report within 15 minutes.
Y N	The Offeror will provide status to the CAO, HIR, N&F Network Control Center for any open trouble ticket within two hours of initial report and every hour thereafter until the resolution of the problem.
Y N	Will the Offeror provide a report to the Contracting Officer's Representative (COR) within three business days of any disruption (to include nature of the problem, step by step account of the resolution process, and any specific changes in software, hardware, or procedures to minimize the chance of recurrence)?
Y N	Will the Offeror agree to render a single bill on a monthly basis. (No billing will be accepted by teaming partners or subcontractors.)
Y N	The Offeror will agree not to raise prices for services over the life of this contract.
Y N	The Offeror will agree to provide an annual price refresh in order to maintain competitive pricing for the life of this contract.
Y N	The Offeror will provide a trouble reporting escalation path to include contact names, titles, and contact information.
Y N	The Offeror provide the equipment and services offered in response to this RFP to any Legislative Branch Agency so requesting, at the prices stated herein, under no less favorable terms and conditions than are provided herein, and in such quantity as the Legislative Branch Agency shall require.

Schedule – Ethernet Over Sonet Internet Access

Response	Requirements
Y N	The Offeror guarantee to provide BGP v4 support.
Y N	The Offeror will provide options and topologies to meet the House's requirement for diversity.

Schedule – MultiGig Ethernet Internet Access

Response	Requirements
Y N	The Offeror will guarantee to provide BGP v4 support.
Y N	The Offeror will provide options and topologies to meet the House's requirement for diversity.

Requirements for Internet Service

To meet the goals of this RFP, the Offeror is required to address the following technical inquiries regarding the Offeror's Internet backbone and access facilities.

1. Network Topology for Domestic Internet Backbone Network

The Offeror is required to provide a detailed network topology of the Offeror's domestic Internet backbone network. The Offeror will provide a recent map of the Offeror's domestic physical Internet network topology, with interconnections, and peering points (public and private). Additionally, provide answers to the following questions:

- At what link utilization thresholds is additional capacity provisioned?
- What are typical subscription ratios for the Offeror's backbone network and interconnection points?
- What are the aggregate available capacities at the Offeror's interconnection points, and what are the Offeror's peering policies?

2. Network Topology for International Internet Backbone Network

The Offeror is required to provide a detailed network topology of the Offeror's international (non-domestic) Internet backbone network (assuming Offeror has international presence). The Offeror will provide a recent map of the Offeror's non-domestic physical Internet network topology, with interconnections, peering points (public and private), and trunk bandwidth indicated.

3. Internet Backbone Redundancy

The Offeror is required to address how Offeror Internet backbone redundancy and peering/interconnection redundancy are maintained.

4. Internet Backbone Nodes

The Offeror is required to provide a table enumerating the node type and physical location (i.e., street address) of each of its peering points (public and private). For each location, the Offeror will provide a listing of the service providers (ISPs) with whom it peers at that location.

5. Offeror's POPs

The Offeror is required to provide a table enumerating the physical location (i.e., building street address) of each of the Offeror's POPs within a 35 mile radius of Washington, DC. For each POP, indicate whether or not the POP is actually located on the Offeror's Internet backbone and, if not; indicate the tail circuit bandwidth between the POP and Offeror backbone, and current circuit subscription/utilization rates. Provide a DC area topology/map demonstrating geographically how the POP connects to the Offeror Internet backbone.

6. Design Layout Record

The Offeror is required to commit to provide the Design Layout Record (DLR) when requested by the COR. The Offeror will be required to provide the DLR for the Ford, the ACF, or other legislative branch facility applicable to the particular order. The House would like to pursue a cooperative provisioning arrangement to ensure that the House's requirements for physical redundancy and geographic diversity are met. Therefore, the House requires that, prior to commencement of circuit installation, the Offeror provide to the House the full DLR or equivalent document (i.e., physical plant layout, including conduits, manholes, etc.) in electronic format and hard copy for House review and approval. The electronic copy should be provided in Bentley MicroStation format if possible, or if not, in Autodesk AutoCAD format. This DLR is to encompass the physical circuit for the entire circuit. The House will store this copy of the DLR in a secure location for the length of the contract. If the Offeror requires, the House agrees to execute a Non-Disclosure Agreement prior to the review of any Offeror DLR documents.

7. Monthly Average Delay

The Offeror is required to state its network-wide, monthly average delay for the last 12 months. The Offeror shall

describe how it calculates monthly average delay. The Offeror is also required to provide an example of its monthly average delay calculation.

8. Monthly Average Packet Loss

The Offeror is required to state its network-wide, monthly average packet loss for the last 12 months. The Offeror shall describe how it calculates monthly average packet loss. The Offeror is also required to provide an example of its monthly average packet loss calculation.

9. Supported Protocols

The Offeror is required to describe the protocols that its network supports. The House currently supports IPv4 and IPv6 as the routed protocols across the Internet subsystems. What portion of the Offeror's current network supports IPv6? If not completely IPv6 capable, what is the schedule for full network IPv6 capability. The Offeror must explain how they will support and provide IPv6 peering on the physical interface of the House Internet router (i.e., from the directly connected Provider Edge Router) or is IPv6 peering accomplished via tunnels between the House Internet Router and a non-directly connected (non-Edge).

10. Support for IPv6 Multi-Homing

The House intends to advertise IPv6 address space obtained by the House from ARIN (American Registry for Internet Numbers) (i.e. provider independent (PI) address space) via BGP, rather than provider assigned addressing. The Offeror is required to explain how they will support this requirement, and what mechanisms the Offeror provides to support multi provider multi-homing using IPv6 PI address space. Note that while the House's total PI IPv6 address space is a /46, the House requires its Internet Providers to forward House advertisements of up to four separate /48s.

11. Support for IPv4 and IPv6 Multicast

The Offeror is required to provide network support for IPv4 and or IPv6 multicast. If not, does the Offeror have a plan to support it?

12. Compliance with Request For Comments (RFC) 1998

The Offeror is required to comply with RFC 1998 (an application of the BGP community attribute in multi-home routing). The Offeror shall provide a list of all communities accepted from a customer, and the action the Offeror takes as a result of receiving each community. The Offeror shall provide the BGP local preference applied by default to customer routes and peer routes respectively.

13. No Blocking or Filtering of Traffic

The Offeror is required to guarantee not to block or filter any traffic at any ingress, egress, and/or any other point on connections used by the House to traverse Offeror's network infrastructure. Should the Offeror, as a matter of policy, routinely filter any traffic, the Offeror will disclose their policy regarding ingress filtering of source IP address and how it is enforced. Additionally, the Offeror will disclose the following information about their data security division:

- size (number of personnel),
- mission/charter (area of responsibilities), and
- availability (24 x 7).

14. Security Policies

The Offeror is required to provide a detailed description of their Security policies and procedures which should include their ability to assist in locating and prosecuting hackers. In the event of a security attack (e.g., a Denial-of-Service attack) directed at the House, the Offeror will:

- assist the House network and security technical staff in identifying and mitigating the attack,
- provide the COR and ACOR with the details of the attack (type and origin (source) of attack), if known,
- block suspect traffic prior to reaching House owned equipment, when requested by the House network staff., (House will be responsible for helping to identify target addresses within the House assigned IP address space), and
- provide the COR and ACOR with a Reason-for-Outage (RFO) report for any Denial-of-Service attack.

On contract award, the Offeror is required to provide the COR and ACOR with 24x7x365 points of contact responsible for addressing the above security issues. The Offeror shall explain how it will meet the House's requirement.

15. Required to Compliance with RFC 3882

The Offeror is required to comply with RFC 3882 (configuring BGP to block Denial-of-Service attacks). Please provide a sample Cisco router configuration for the CPE to block a given subnet. If not compliant please provide detailed information on how the House could block (without ISP intervention) a Denial-of-Service attack at the Provider's edge.

16. Redundant Configuration

The Offeror is required to commit to work with the House in order to ensure that the full Internet diversity needs of the House are met.

It is required that the Campus Internet connections terminate at POPs inside the Capital Beltway, and the ACF connections terminate at POPs outside the Capital Beltway. It is further required that the POPs to which the ACF is connected not themselves connect to the provider's Internet backbone via a path that transits inside the Capital Beltway, share at any point the same physical path to the backbone as the Campus connections or connect to the backbone at the same point as the campus connection. The Offeror shall describe how they will meet these requirements. In other words, it is the House's intent that the Campus and ACF connections to the Internet remain geographically diverse from each other throughout their entire path.

17. Receiving and Advertising Routes

The Offeror is required to describe all procedures for the House to receive the full Internet routing table and procedures to advertise the House's subnets to the Offeror. Describe the smallest subnet that the House can advertise to the provider.

18. Provider IP Address Space

The Offeror is required to confirm that if requested that House would be allocated a Class C (or equivalent) sized IP subnet. The Offeror shall describe all procedures for the House to obtain an Offeror provided address range.

19. Network Reporting –Management Reporting

The Offeror is required to provide a complete description of network reporting.

a. Performance

The House requires information on the performance and traffic levels carried by the **Internet Access Facilities** offered to the House by the winning Offeror. In addition, the House requires information on the overall performance of the Offeror's Internet service. The Offeror shall provide a description on how it will meet this requirement (upon award) and provide a sample of the information that it will forward.

b. Performance Reports

The Offeror shall supply network performance reports on a daily, weekly, and monthly basis to the COR. The Offeror shall notify the House of any significant variation in traffic patterns as soon as they are known. The House requires that these reports be provided to the COR in electronic format, via email, as a Word, Excel, or .pdf document.

At a minimum, reports should include the following information:

- Time and date when the data were captured;
- line speed;
- detail line for each sample to include: time, max Mbps in, max Mbps out, daily average in, daily average out (for each 24 hour period); and sampling interval.

The Offeror shall state and provide examples of how it will comply.

c. Network Statistical Information

The Offeror shall be required to provide online statistical information. Additionally, the Offeror shall describe how it provides network statistical information and how the House staff can access that information. The House prefers that real-time statistical information be available via the Internet. The Offeror shall describe the communications options available for gaining access to the statistical information (i.e. electronic mail, Internet, on-line, etc.). The House requires that the means by which access is made available to such information must include a provision for secure access and not jeopardize the security of the House.

d. Monthly Invoices

The Offeror is required to provide monthly Invoice statements, in arrears, in electronic format, via email, as a Word, Excel, or .pdf document, to the COR. The Offeror shall include a sample invoice in its response. Credits for outages must appear on the bill for the month when the outage occurred.

Requirements for Ethernet Over SONET Requirements

1. Protected Circuit for Internet Access Facilities

The Offeror is required to commit to providing a protected circuit for the Internet Access Facilities.

2. SONET Configuration

The Offeror is required to commit to providing the SONET facilities in a ring (as opposed to a point-to-point) physical configuration. Please confirm

3. Reserve Bandwidth

The Offeror is required to commit to providing Ethernet over SONET facilities in such a manner as to guarantee reserve bandwidth sufficient to handle House peak traffic loads should node failure or a fiber cut cause the ring to wrap. The Offeror shall explain how it will comply.

4. Provisioning of SONET Ring

The Offeror is required to explain in detail how it proposes to provide the Ethernet over SONET ring.

5. Tiered Bandwidth

The Offeror is required to explain how it implements tiered bandwidth, including an explanation as to how traffic is prevented from exceeding the contracted-for-bandwidth and what burst options are available. Under what circumstances, if any, are packets dropped? An example using 500Mbps of tiered bandwidth should be presented to illustrate the Offeror's explanation.

6. Building Facilities

The Offeror is required to describe what upgrades will be required by the carriers in the Ford building and at the ACF to provide Ethernet Over SONET. This narrative should include information on what the House will be required to provide, including, but not limited to rack space and power.

- **Communications & Pre-Installation & Installation Procedures and Policies**

1. Communications Service Ordering Process

The Offeror is required to fully describe the communications service ordering process, including all information that the House must supply to place an order for service.

2. Sample Installation Plan

The Offeror is required to provide a sample Pre-Installation and plan. The Offeror shall provide a full description of its installation procedures and policies. Provide a narrative that describes the process from the time that an order is received until the time the Offeror's representative is dispatched to the House's Washington, DC site.

3. Committed Time Frames during Installation

The Offeror is required to commit to time frames for each step in the process to total a standard **90 day turnaround**. Provide detailed information regarding escalation procedures when the FOC date is not met. State how often status updates will be provided.

Expedited time frame for 60 or 45 days. The Offeror shall include committed time frames for each step in the process to total and expedited 60 or 45 day turnaround. Provide detailed information regarding escalation procedures when the FOC date is not met. State how often status updates will be provided.

4. Responsibilities for Installation

The Offeror is required to identify and provide a full delineation of the Offeror's and House's responsibilities for installation. The House will provide appropriate operating environment, power, cable conduit, and premise access. Note that the Offeror must successfully complete the connection to the House's CPE router.

5. Installation Certification

Offeror is required to detail its procedures for certifying the successful installation of an Ethernet over SONET circuit.

6. Use of Subcontractors

If other than the Offeror's own employees perform the installation (such as a subcontractor), the Offeror is required to describe the relationship and oversight performed. Additionally, provide any information that the Offeror feels is important relating to other projects of similar size and scope where the Offeror has worked in a similar relationship with the other organization.

7. Re-Configure Circuit Speed

For tiered service, the Offeror is required to state the number of business days' notice required to re-configure speed on a circuit if applicable. State whether the notice must be in writing.

8. Installation Status Meeting and Progress Reports

The Offeror is required to commit to attend Installation Status meetings and provide Progress Reports. Offeror personnel must attend Project Progress meetings approximately every two weeks during the installation phase and provide regular progress reporting.

9. Final Installation Plan

The Offeror is required to provide for COR approval a final Installation plan 30 business days after contract award.

10. Late Delivery of Circuits

The House requires the Offeror to provide consideration for circuits delivered more than 10 days later than the standard installation interval of 90 days. This does not apply if the House is the cause of the delay. The Offeror shall explain what consideration (e.g., one month's service) it will offer to the House.

- **Requirements Testing**

1. The Offeror is required to provide a sample Test and Acceptance plans and to explain the procedures for all testing and trouble shooting of Offeror provided circuits and devices. After the LEC delivers the circuit to the Offeror, the Offeror will test the entire circuit from Offeror Internet backbone to the farthest point on the LEC's area of responsibility (i.e., the House Common Platform Enumeration (CPE)). Explain what tests will be performed (including any test patterns run) and how they will be coordinated through the House Network Control Center. The House will perform final acceptance testing on the circuit. Note that the incumbent circuit and the Offeror circuit will be run in parallel while the Offeror circuit is tested by House personnel.

Requirements for Multi Gig Ethernet - additional Ethernet Requirements**1. Multi-GigE options**

During the term of this contract there is the high probability that the House will require Internet access speeds that exceed the current 1Gig connections. The offer is required to explain in detail what options are available for multi-Gig service. Details on how the circuit(s) are provisioned, physical diversity and the type of handoff to the CPE should be included in your submission.

2. Building Facilities

The Offeror shall describe what upgrades will be required by the carriers in the Ford building and at the ACF to provide multi-Gig service. This narrative should include information on what the House will be required to provide, including, but not limited to rack space and power.

3. Tiered Bandwidth

The Offeror is required to explain how it implements tiered bandwidth, including an explanation as to how traffic is prevented from exceeding the contracted-for-bandwidth and what burst options are available. Under what circumstances, if any, are packets dropped? An example using 1,500Mbps of tiered bandwidth should be presented to illustrate the Offeror's explanation.

• Requirements for Service and Installation**1. Communications Service Ordering Process**

The Offeror is required to fully describe the communications service ordering process, including all information that the House must supply to place an order for service.

2. Sample Installation Plan

The Offeror is required to provide a sample Installation plan. The Offeror shall provide a full description of its installation procedures and policies. Provide a narrative that describes the process from the time that an order is received until the time the Offeror's representative is dispatched to the House's Washington, DC site.

3 Committed Time Frames during Installation

The Offeror is required to include committed time frames for each step in the process to total a standard 90 day turnaround. Provide detailed information regarding escalation procedures when the FOC date is not met. State how often status updates will be provided.

Expedited Timeframes: The Offeror is required to include committed time frames for each step in the process to total an expedite of 60 or 45 day turnaround. Provide detailed information regarding escalation procedures when the FOC date is not met. State how often status updates will be provided.

4. Responsibilities for Installation

The Offeror is required to provide a full delineation of the Offeror's and House's responsibilities for installation. The House will provide appropriate operating environment, power, cable conduit, and premise access. Note that the Offeror must successfully complete the connection to the House's CPE router.

5. Installation Certification

Offeror is required to detail its procedures for certifying the successful installation of an Ethernet over SONET circuit.

6. Use of Subcontractors

If other than the Offeror's own employees perform the installation (such as a subcontractor), the Offeror is

required to describe the relationship and oversight performed. Additionally, provide any information that the Offeror feels is important relating to other projects of similar size and scope where the Offeror has worked in a similar relationship with the other organization.

7. Re-Configure Circuit Speed

For tiered service, the Offeror is required to state the number of business day notice required to re-configure speed on a circuit if applicable. State whether the notice must be in writing.

8. Installation Status Meeting and Progress Reports

The Offeror is required to commit to attend Installation Status meetings and provide Progress Reports. Offeror personnel must attend Project Progress meetings approximately every two weeks during the installation phase and provide regular progress reporting.

9. Final Installation Plan

The Offeror is required to commit to provide for COR approval a final Installation plan 30 business days after contract award.

10. Late Delivery of Circuits

The House requires the Offeror to provide consideration for circuits delivered more than 10 days later than the standard installation interval of 90 days. This does not apply if the House is the cause of the delay. The Offeror shall explain what consideration (e.g., one month's service) it will offer to the House.

- **Requirements Testing**

1. The Offeror is required to provide a sample Test and Acceptance plan. The House requires that the Offeror explain the procedures for testing and troubleshooting of Offeror provided circuits and devices. After the LEC delivers the circuit to the Offeror, the Offeror will test the entire circuit from Offeror Internet backbone to the farthest point on the LEC's area of responsibility (i.e., the House CPE). Explain what tests will be performed (including any test patterns run) and how they will be coordinated through the House Network Control Center. The House will perform final acceptance testing on the circuit. Note that the incumbent circuit and the Offeror circuit will be run in parallel while the Offeror circuit is tested by House personnel.

Requirements for Post-Installation Maintenance and Support

1. Trouble Reporting

The House requires that trouble reports can be placed by any House designated representative, and that all trouble reports can be placed to a nationwide toll-free number. The Offeror shall explain how it meets this requirement. The Offeror shall provide a detailed narrative as to how it has used this structure to support clients of similar size and scope. Explain if there is a difference in procedures depending on the type (Ethernet over SONET or multi-Gig) of circuit.

2. Required Information

The Offeror is required to describe in detail what information is required from the caller when placing a trouble report.

3. Trouble Report Response

The Offeror is required to describe in detail its procedures once a trouble report is received. The Offeror shall provide procedures for keeping the House informed as to the status of outstanding problems, including timeframes for status updates. Include how these procedures meet or exceed the House mandatory requirements described in Section K. Include problem escalation process and procedures.

Additionally, the Offeror shall provide a detailed narrative of its proposed escalation process, including the position levels of the individuals associated with the escalation process and the chain of escalation. The Offeror shall provide a

description of the type of communications tools that will be used to support this requirement (toll-free numbers, cellular service, videoconferencing, etc.).

4. Mean Time to Repair

The Offeror is required to state its Mean Time To Repair (MTTR) for **Internet Access Facilities** service outages. Provide examples based on different types of service disruptions. In addition, the Offeror may state any other parameters that used in accounting for service restoration.

- **Requirements for Service Availability**

1. Definitions

The House requires the Offeror to meet or exceed service availability of 99.999% for **Internet Access Facilities**. Service availability is the total number of minutes in a monthly billing period during which service on Offeror **Internet Access Facilities** is available for use by the House divided by the total number of minutes in that monthly billing period. Service availability will be calculated by taking into account the time between the initiation and closing of an Offeror trouble ticket for a service outage.

A service outage is an unscheduled period of time when service is unavailable to the House. A service outage is defined as 2 or more minutes of service unavailability within a 60 minute period measured by the House. A service outage may occur as a result of the Offeror's failure to meet its performance obligations or factors or conditions that are not the Offeror's direct service responsibility (e.g., while the local ring may be the LEC's direct service responsibility, the Offeror's service availability will be measured for the entire **Internet Access Facilities**, including LEC-provided local ring). The Offeror is not responsible for outages caused by House CPE.

2. Offeror's Definitions and Credits

The Offeror is required to explain how it calculates service availability and provide examples. The House requires that the Offeror provide a credit when **Internet Access Facilities** service availability for a month falls below 99.999%. The Offeror shall state what financial credits it will offer for service that falls below this level.

3 Outage Description, and Resolution Report

Within three (3) business days of any disruption, the Offeror is required to provide a report to the COR on the nature of the problem, a step-by-step account of the resolution process, and any specific changes in software, hardware, or procedures that will minimize the chances of a recurrence. The Offeror shall state how it will comply with this requirement.

- **Requirements for Offer Support**

1. Single Point of Contact

For services provided by the Offeror, the House requires that the Offeror supply a single point of contact, based in the Washington, DC metropolitan area, for ordering, invoicing, installing, configuring, and oversight. This single point of contact must have demonstrable experience supporting large nationwide accounts of similar size and scope as the House. The single point of contact must maintain and provide to the House, at a minimum on a monthly basis, status, and historical reporting on all service orders (moves, installations, and cancellations). The House will determine the appropriate review time of these reports and notify the Offeror. The Offeror shall state how it intends to comply.

2. Substitutions

During the first 60 days of performance, the Offeror shall not make a substitution to the single point of contact unless the substitution is necessitated by illness, death, or termination of employment. The Offeror is required to notify the COR within 15 days after the occurrence of any of these events and provide the information required by the paragraph below. After the initial 60 day period, the Offeror shall submit the information required by the

paragraph below to the COR at least 15 days prior to making any permanent substitutions.

3 .The Offeror is required to provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resumes for the proposed substitute(s), and any additional information requested by the COR. Proposed substitute(s) should have comparable qualifications to those of the person(s) being replaced. The COR will notify the Contractor within 15 business days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved changes of the single point of contact.

- **Requirements Service and Maintenance**

1. Planned Maintenance

The House requires that all planned maintenance be performed between the hours of 0000 and 0530 EST. The House requires 5 business day notice of all planned maintenance. The Offeror shall describe how they will meet these requirements.

- 2 Service Force

The Offeror is required to describe its Washington, DC metropolitan area service force, including a description of service locations and how this enables the Offeror to meet or exceed the House's Mandatory General Requirements.

3. Procedures

The Offeror is required to describe in detail its service/maintenance and customer notification procedures. Be specific about service maintenance that could result in abnormal disruptions of service to the House. The Offeror shall explain how it would handle such outages. The Offeror shall include the problem escalation procedures that it will support under this contract

4. Subcontractors

If other than the Offeror's own employees perform maintenance (such as a subcontractor), the Offeror is required to describe the relationship and oversight performed. Additionally, the Offeror shall provide any information it believes is important relating to other projects of similar size and scope where the Offeror has worked in a similar relationship with the other organization.

SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

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

SECTION E -- INSPECTION AND ACCEPTANCE**E.1 HC.5.003 INSPECTION OF SERVICES**

JUNE 2002

a) Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.

b) The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.

c) The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

a) Refer to Section F, HC.6.009, Payment for Non-performance.

b) Reduce the contract price to reflect the reduced value of the services performed; or

c) Terminate the contract for default.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract Base Period of performance is three (3) years from date of award (36 months).

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

a. The House may extend the term of this contract up to one (1) time for a period of two (2) years (24) months. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.

F.3 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C. and off site facilities.

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a) Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

i) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(1) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(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 extent and effect of the suspension; and

(5) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(ii) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(iii) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b) Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

i) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(ii) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(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) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(5) Of the effect of the issuance of the notice of proposed debarment; and

(6) Of the potential effect of an actual debarment.

c) In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

i) Referring to the notice of proposed debarment;

ii) Specifying the reasons for debarment;

iii) Stating the period of debarment, including effective dates; and

iv) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d) The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

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

F.7 U.S FEDERAL HOLIDAYS

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

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

F.8 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

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

F9. HC .6.014 TERMINATION

AUGUST 2002

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

a) **For Default:** The CO may terminate this Contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this Contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

b) **For Convenience:** The House shall have the right to terminate this order, in whole or in part, at any time, with 30 days written notice to the Contractor.

c) If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with the terms and conditions of the contract. Contractor may claim only properly supported out-of-pocket costs, plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the

House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.

d) Upon termination (including expiration) the Contractor shall:

i) Surrender all identification/access passes, decals, keys, etc., issued by the House, for all Contractor representatives and employees on the effective date to COR.

ii) Complete satisfactory settlement of all customer complaints and claims.

(iii) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.

iv) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the House and ordinary wear and tear excepted, on the effective date.

v) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and at Contractor's expense. If the Contractor fails to act, this Contract authorizes the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and, out of the proceeds of sale, satisfy all costs and indebtedness to the House.

SECTION G -- CONTRACT ADMINISTRATION DATA**G.1 HC.7.002 MODIFICATIONS**

FEBRUARY 2005

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

G.2 HC.7.003 INVOICES

FEBRUARY 2005

a) The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance/content/vendors/accounting for appropriate forms or call the EFT Help Line at 202-226-2277.

b) A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

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

Item description and quantity delivered, unit and extended price.

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

d) All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.3 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

a) The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by on a date and time as established by the COR and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

i) Reporting Period

ii) Contractor's Program Manager's Name

iii) Work Accomplished During the Period (i.e. new installations, relocations, etc.), including at a minimum:

(1) Itemized tasks with a description of the support/services utilized

(2) Hours/dollars expended by task

(3) Task status

- iv) Anticipated Activity for Next Reporting Period
- v) Outstanding Issues

b) The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs) or other type of written evaluation. These evaluations shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING FEBRUARY 2005

The Contracting Officer Representative (COR), Contract Administrator (CA), and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES FEBRUARY 2005

a) Contracting Officer (CO):

Raymond Griswold
Director, Acquisitions and Contract Management
Room 358, Ford House Office Building
U.S. House of Representatives
Washington, DC 20515
(202) 225-2921
Raymond.Griswold@mail.house.gov

i) Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

ii) The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

iii) The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects

any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b) Contracting Officer's Representative (COR):

TBD
Office of the Chief Administrative Officer
U.S. House of Representatives

i) The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

ii) 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 Contract Administrator (CA).
- (4) Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c) Contract Specialist:

Jim Tiani
Acquisitions Management
Room 358, Ford House Office Building
U.S. House of Representatives
Washington, DC 20515
(202) 225-7158
James.Tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

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

Name:

Title:

Address:

Phone:

Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause G.10 (HC.7.005) 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.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and

contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a) The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract.

b) For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

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

G.8 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

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

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY
CONTRACT PERFORMANCE

FEBRUARY 2005

a) The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b) If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c) Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a) Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring

performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of objectives, monitoring customer satisfaction (e.g., vendor performance evaluations or other types of evaluation documentation,) and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b) It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.11 HC.7.025 RELEASE OF CLAIMS FEBRUARY 2005

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

G.12 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005

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

a) The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.

b) The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements.

c) The COR will establish guidelines for the structure, timetable and items to be included in the reports. Refer to Section C for additional information regarding reports,

SECTION H -- SPECIAL CONTRACT REQUIREMENTS**H.1 CONTRACT TYPE**

This Contract(s) will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle (i.e. a "requirements" contract).

H.2 HC.8.001 INSURANCE

MAY 2001

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

- a) Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b) Other insurance as directed by the contracting officer.

H.3 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

If deemed necessary by the COR, new contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC. 8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employee's termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.4 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a) The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b) The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will

notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

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

H.5 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

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

H.6 HC.8.006 NEWS RELEASES

MAY 2001

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

H.7 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this Contract shall sign an "Affirmation of Non-Disclosure," which can be obtained from www.house.gov click on Officers and Organizations, then click on Chief Administrative Officer, then click on heading Vendors, then click on Procurement Opportunities, then click on Reference Documents prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Key personnel must submit the signed Affirmation of Non-Disclosure with the proposal.

H.8 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and Contractor agree that all data procured under this Contract and data transferred by the House to the Contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The Contractor agrees to notify the House immediately if anyone requests any access to House information, including Freedom of Information Act (FOIA) requests, and further agrees not to provide access to or release any information without prior written approval by the CO.

H.9 HC.8.004 INFORMATION SECURITY

OCTOBER 2003

a) All Contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as HIR/NUC, are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOLS). HISPOLS may be obtained on the Internet at www.house.gov by clicking on Officers and Organizations, then click on Chief Administrative Officer, then click on heading Vendors, then click on Procurement Opportunities, then click on Reference Documents. A hard copy may be obtained by calling the HIR Information Systems Security Office at 202-226-4988.

b) Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or

other security clearance, as deemed necessary. In addition, Contractor personnel shall not remove Confidential Business Information or Confidential House Information from the Capitol campus.

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

d) Contractor is not permitted to transfer data from House computers to Contractor computers.

e) The security and integrity of electronic drawing documentation files must be maintained at all times. To that end, project-related Computer-Aided Design (CAD) files of House or AOC maintained or utilized structures shall not be distributed using electronic methods (i.e. Internet, e-mail). All distribution and receipt will be conducted using hand-carried media.

H.10 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

For contractors working in House spaces, the contractor agrees to post in all work areas an Emergency Evacuation Plan provided by the COR and to instruct all its employees regarding their obligations to follow such plans. Additionally, the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911 from a House phone.

H.11 OTHER AGENCY UTILIZATION

Other legislative agencies shall be allowed to utilize the contract on a non-mandatory basis to satisfy requirements for goods and services within the scope of the contract and under their own funding. Orders should be placed directly with the contractor. There is no implied maximum order limitation, and other agency orders shall not affect the House-estimated contract value. In the event of conflict regarding warranty services or delivery, the order of precedence shall be to House orders (whether incorporated by reference or otherwise) and then to other legislative agency orders.

SECTION I -- CONTRACT CLAUSES**I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001**

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

a) In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.

b) The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 HC.9.003 DISPUTES MAY 2001

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

I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

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

I.5 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

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

I.6 HC.9.015 HOUSE RULES**MAY 2002**

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

I.7 HC.9.009 COMPLIANCE WITH ALL LAWS**JUNE 2002**

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

I.8 HC.9.010 LIABILITY OF THE HOUSE**JUNE 2002**

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

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

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

I.10 HC.9.013 GRATUITIES**JUNE 2002**

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable

I.11 HC.9.014 ASSIGNMENT**JUNE 2002**

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

I.12 HC.9.019 BUY AMERICAN**MARCH 2003**

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

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

I.13 HC.13 EMPLOYMENT ELIGIBILITY VERIFICATION

April 2012

(a) *Definitions.* As used in this clause,

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

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

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

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

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

(b) *Enrollment and verification requirements.*

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall;
 - (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) *Verify all new employees.* Within 60 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United

States, whether or not assigned to the contract, within 3 business days after the date of hire; and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 60 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later.

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:

(i) *All new employees.*

(A) *Enrolled 60 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire; or

(B) *Enrolled less than 60 calendar days.* Within 60 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire; or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 60 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later.

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

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

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program; or

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual.

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

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

J.1 ATTACHMENTS

Item #	Description	# Pages
1	Attachment 1 CLINS Schedule B	5
2	Affirmation of Non-Disclosure	1

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

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 AUTHORIZED COMPANY OFFICIALS

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

Name	Title	Telephone Number	E-Mail Address
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K.3 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

a. By submitting a Proposal in response to this solicitation, the Contractor certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the Contractor within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against it for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract;
- (2) Violation of federal or state antitrust statutes relating to the submission of offers; or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b. The Contractor also certifies that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this provision.

c. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the contracting officer determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the House as agents or representatives of other contractors.

d. Contractors included in the EPLS (Excluded Parties Listing Service - www.epls.gov) as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. The House shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that period. The EPLS includes the following:

- 1) Names and addresses of all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule, with cross-references when more than one name is involved in a single action;
- (2).Name of the agency or other authority taking the action;
- (3).Cause for the action or other statutory or regulatory authority;
- (4).Effect of the action;
- (5).Termination date for each listing;
- (6).DUNS No.;
- (7).Social Security Number (SSN), Employer Identification Number (EIN), or other Taxpayer Identification Number (TIN), if available; and
- (8).Name and telephone number of the agency point of contact for the action.

e. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties.

f. After the opening of bids or receipt of proposals:

- (1).The Contracting Officer shall review the EPLS.
- (2).Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids, and rejected unless the Director, Office of Procurement Management determines in writing that there is a compelling reason to consider the bid.
- (3).Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed Offeror during a period of ineligibility, unless the Director, Office of Procurement Management determines, in writing, that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Contracting Officer may, but is not required to, consider such proposals, quotations, or offers.
- (4).Immediately prior to award, the Contracting Officer shall again review the EPLS to ensure that no award is made to a listed contractor.

K.4 CENTRAL CONTRACTOR REGISTRATION

a. Prospective contractors shall be registered in the CCR database (www.ccr.gov) prior to award of a contract or agreement, except for:

- i) Purchases that use a Government-wide commercial purchase card as both the purchasing and payment mechanism, as opposed to using the purchase card only as a payment method;

- ii) Classified contracts when registration in the CCR database, or use of CCR data, could compromise the safeguarding of classified information or national security;
- iii) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies;

iv) Contracts to support unusual or compelling needs.

b. Definitions. As used in this clause:

- i) "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
- ii) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- iii) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.
- iv) "Registered in the CCR database" means that:

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2).The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

c. By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- i) The Contractor shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

d. If the Contractor does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Contractor.

e. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Contractors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

f. The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the House's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates to its information in the CCR database to ensure it is current, accurate and complete.

Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

g. If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- i) change the name in the CCR database;
- ii) comply with the requirements of the House Novation Agreement; and
- iii) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name. If the Contractor fails to comply with the requirements of paragraph (g) of this clause, or fails to perform the agreement at paragraph (g)(3) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be non-responsive and ineligible for award

h. Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-866-606-8220, or 269-961-5757.

K.5 HC.11.002 FINANCIAL INFORMATION

JULY 2001

a). The Contractor shall furnish the company's audited financial statements for the most recent three (3) years for which audited financial statements exist, and the Contractor's Dun and Bradstreet (DUNS) number. If the Contractor does not possess audited financial statements, the Contractor may submit copies of Balance Sheets, Profit and Loss Statements, and tax returns for the same period.

b) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one, and indicate that it is an existing or prospective Contractor for the United States' Government when contacting their local Dun and Bradstreet office.

i) A Contractor may obtain a DUNS number:

(1) Via the Internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have Internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office. The Contractor should indicate that it is an Contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(ii) The Contractor should be prepared to provide the following information:

- (1) Company legal business;
- (2) Trade style doing business, or other name by which the entity is commonly recognized;
- (3) Company physical street address, city, state and zip code;
- (4) Company mailing address, city, state and zip code (if different from the physical address);
- (5) Company telephone number;
- (6) Date company was legally established;
- (7) Number of employees at your location;

- (8) Chief Executive Officer / Key Manager;
- (9) Line of business (industry); and

(10) Company headquarters name and address (reporting relationship within your entity).

Enter Contractor's Dun and Bradstreet Number: _____

K.6 HC.11.004 COMPANY BACKGROUND JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a) Legal name of the company.
- b) Organization diagram of Company
- c) Brief business history.
- d) Disclose any lawsuits in which the Company is a named defendant within the last three (3) years and status of each such case.
- e) Key point of contact(s) (POC) list and telephone number.

Name	Title	Telephone Number	E-Mail Address
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K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL JULY 2001

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

K.8 HC.11.019 SIGNATURE AUGUST 2002

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

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON

K.10 HC.11.006 QUALITY INFORMATION

JULY 2001

Quality Policy

- a. Total quality management process, if any
- b. Quality reporting to client
- c. Customer satisfaction guarantees and assurances

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 QUESTIONS CONCERNING THE SOLICITATION

All Offeror questions concerning this RFP must be submitted **via electronic email** to james.tiani@mail.house.gov **by 2:00 p.m. on Friday September 21, 2012 to:**

Jim Tiani
Contract Specialist, Acquisitions Management
Room 358, Ford House Office Building
U. S. House of Representatives
Washington, D.C. 20515
Email james.tiani@mail.house.gov
Telephone: (202) 225-7158

L.2 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS **JULY 2001**

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

- a) Signing and returning the amendment,
- b) Identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- c) Letter or telegram, if authorized.

The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.3 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA **JULY 2001**

Offerors who include in their proposals or quotations 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 or quotation 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 or quotation. If, however, a contract is awarded to this offeror or 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 or quotation."

L.4 HC.12.003 SUBMISSIONS

MARCH 2004

Contractors shall submit their entire proposal, **via e-mail to james.tiani@mail.house.gov** in Adobe PDF or Microsoft Word by the **2:00 pm Tuesday October, 16, 2012**. The size of the file shall not exceed 20 Megabytes (MB). Subject line of email should read. (your company Name) and OPR1200031

L.5 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be divided into two (2) separate electronic folders complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the evaluation will parallel the order specified in this solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Offerors whose products or capabilities are misrepresented during the solicitation phase, who are subsequently awarded a contract, may be subject to the penalty provisions of the contract. Responses that only indicate acknowledgement of the requirement will be evaluated less favorably compared to those more descriptive in nature. Proposals should not necessarily reiterate the House text but rather be presented in the offers own words. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from consideration

Electronic Folder I - Price Proposal. The Price Proposal shall be divided into the following distinct and marked parts.

Section 1 - The Contractor shall insert Section A, pages with all required/applicable blocks completed.

Section 2 - Price Schedule Attachment 1 Section B. The Contractor shall provide the pricing for the schedules

Section 3 - Affirmation of Non-Disclosure. Attachment 2. Contractor(s) personnel will be required to sign before commencement of work or prior to receipt of confidential information which may be provided during the course pre-award.

Section 4 - Acknowledgement of Amendments. The Contractor shall acknowledge receipt of all amendments, as defined in Section L.2.

Section 5 - Representations, Certifications and Other Statements. The Contractor shall insert Section K in its entirety.

Electronic Folder II -. The Technical Proposal shall be divided into the following distinct and marked parts.

Section 1 Technical Approach:

Shall contain the offers response to Section C.

Section 2 Management Approach:

Shall contain the offers response to Section C.

Section 3 – Corporate Capabilities:

Shall contain,

- 1) Legal name of the firm.
- 2) Organizational chart showing the chain of command of supervision and management staff proposed for this contract, up through and including the President/CEO of the firm. E-mail addresses and phone numbers shall be provided for all persons listed on the organization chart.
- 3) Company Background and Understanding of Public Sector Projects. The Contractor shall provide an abstract to demonstrate the Contractor's knowledge of the government processes and their capability to perform effectively in a government environment. This abstract shall include:
 - i. Statement defining the scope of services offered and the business sectors served;
 - ii. Exhibits of pertinent experience and qualifications in conducting similar services as stated in the solicitation;
 - iii. Examples of corporate stability and sound organizational qualities; and
 - iv. Company history.

Section 4 Past Performances

Shall contain

- 1) References. The Contractor shall provide references for three (3) current or recently completed (within the past two years) projects of similar scope and size. The Evaluation Team, at their discretion, may contact these references to verify provided information.
- 2) References for SONET- CONUS and Multi-Gig Internet clients
The Offeror shall provide a list of three present Internet Ethernet over SONET CONUS and multi gig Internet clients. For each reference, the following information must be provided:
 - o names of the points-of-contact, telephone numbers, and email addresses,
 - o type and approximate number of services sold and installed to date, and
 - o experience in the installation and support of similar services, in size and complexity, as the proposed services.
 - o please identify if reference is a SONET – CONUS or Multi Gig reference.

Section 5 Innovation (optional will not be rated)

We welcome your suggestion(s) on initiative(s) that you believe could be adopted that would reduce the cost or increase/improve oh the service levels.

SECTION M -- EVALUATION FACTORS FOR AWARD**M.1 HC.13.001 EVALUATION FACTORS FOR AWARD**

JULY 2001

The House may make a single or multiple awards for Internet Services. The award will be based on several factors, including, but not limited to:

- a. Technical Approach;
- b. Management Approach;
- c. Corporate Capabilities and Past Performance
- d. Oral presentations and interviews may be conducted at the discretion of the House.
 - (1) Consistency between written word and oral presentations.
 - (2) Personnel demonstrated that they have sufficient knowledge, expertise and skills for this "cradle to grave" effort.
- e. Price.*

*The proposal is presumed to represent the Contractor'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 Contractor's understanding of the nature and scope of the work required. It also may reflect on the Contractor's ability to perform the contract within the financial constraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Contractor.

Final selection shall be based on the House's perceived risk, which may be inherent in the Contractor's approach, the cost to correct any deficiencies in the Contractor's proposal, the reasonableness, realism and affordability of the Contractor's price, and the best value, as determined solely by the House.

Evaluation Factor Relative Order of Importance

- a. Technical Approach, Management Approach; Corporate Capabilities and Past Performance; are approximately equal in importance.
- b. If oral presentations are conducted and are found to be compatible with the written proposal then, all non-pricing factors will be equal in importance. If there is any inconsistency between the written proposal and oral presentation, oral presentation will hold greater weight.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a) The House may make single or multiple awards resulting from this solicitation to the responsible offeror's whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award" and offers the House the greatest percentage discount off of the Cisco Global Price List. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

- 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.