AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	**Page** 1 of 1

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 06/22/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE	ACM	7. ADMINISTERED BY (If other than Item 6)	CODE
CAO Acquisitions & Contract Management 358 Ford HOB Washington, DC 20515				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. OPR11000035
	(X)	9B. DATED (SEE ITEM 11) 05/25/2012
		10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE FACILITY CODE		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment 1 To:

1. Provide Questions and Answers discussed at the Pre-Proposal Conference held on June 19, 2012 and Answers to Questions submitted subsequently to date; reference Attachment 1.
2. Provide the Roster of Pre-Proposal Conference attendees; reference Attachment 2.
3. Provide Vendor Performance Evaluation Information; reference Attachment 3.
4. Extend deadline for receipt of Proposals to 10:00 AM Monday July 9, 2012.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jim Caskey
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. U.S. HOUSE OF REPRESENTATIVES BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 06/22/2012

Questions and Answers
Technology Services

1. Clause F.1 Period of Performance: If awards are made in 2012, and period of performance is effective upon contract award, will work contracted under the previous contract remain valid through December 2012? If so, is it the intent that clients can purchase from both contracts during this overlap?

    Answer: Current contracts are valid through 1/2/13. Services under the new contract will commence on 1/3/13. There is no overlap in the provision of services.

2. Clause F.5 Liquidation and Performance Damages: Please confirm that the application of this provision is done on a Client Work Order (CWO) basis.

    Answer: Yes, any remedies will be based on the Client Work Order in the context of the Contract.

3. Clause G.3 (and others) is clear that the Contract can only be changed by the Contracting Officer. A Client Work Order is incorporated into the Contract so [it] could be viewed as a change to the Contract. Does the Contracting Officer approve the individual Client Work Orders entered into with a Client or do Clients execute those on their own?

    Answer: No, the Contracting Officer does not approve Client Work Orders. Clients and Contractors execute Client Work Orders.

4. Clause G.4 Authorized Contractor Representative: Will the ACR be equivalent to Contractor's on-site Project Manager?

    Answer: An Authorized Contractor Representative may be a Project Manager, but not necessarily; they could be the same or different individuals.

5. Clause G.5 Key Personnel: Will our Key Personnel (Program managers) require CP-491 and ID badges for qtrly access?

    Answer: Not necessarily; see Clause H.2 and H.3. A background check, but not necessarily an ID badge, is required to obtain an Active Directory account and RSA SecurID for access to the House network.

6. Clause G.12 Performance Measurements (a) Performance Reports: Are these in a HoR formatted reports? Can we get a copy of them?

    Answer: These are developed jointly with COR.

7. Clause G.12 Performance Measurements (b) VPEs: Can we see what these look like?

    Answer: The Vender Performance Evaluation program is currently being reviewed; a listing of the existing form fields and evaluation factors is provided as Attachment 3 to the Amendment.

8. Clause H.2 Identification Badges, H.3 Prospective Employee Background Check, Attachment J.3 SOW Section 11.1 Services Conducted in Washington, DC and Section 11.2 Services Conducted in District Offices: Please clarify the security requirements for just in time contracted personnel supporting district offices nationwide. Technicians outside the D.C. metropolitan area will not be able to gain just in time clearances.

Answer: This question is under review and will be answered at a later time.

9. Clause H.5 Advertising/Promotional Materials: Please define "Capitol" as it pertains to this section of the contract.

Answer: "Capitol" means anything related to the United States Congress and/or the Capitol Building.

10. Clause H.7 Data Ownership/Transfer/Access: Suggests that Contractor owns all Services software licenses – is this correct?

Answer: The Contractor owns CMS software.

11. Clause H.7.d States that the contractor 'hereby grants to the Client an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license under all of the Contractor Pre-Existing Rights (as defined in the Statement of Work) included in the Work Product, to prepare, compile, install, make, use, execute, access, reproduce, modify and/or adapt the Contractor Pre-Existing Rights in connection with the use and operation of the Work Product, including Client Customizations, but excluding Contractor Customizations. This seems like a request for a perpetual license without maintenance costs, incorporating both Contractor and third party rights, which may be overly broad as compared to industry standard 'use rights license' with respect specifically to the word 'adapt'. As such, please confirm the Client will accept a documented SDK, API or other standard means of integration and extension to meet this requirement and will not require source code from the Contractor and third parties to comply.

Answer: This question is under review and will be answered at a later time.

12. Clause H.11 states "Travel of local (Washington, DC area) Contractors to District Offices shall be reimbursed only if approved in advance in writing and in accordance with Federal Travel Regulations." Can contractor personnel originating in locations other than Washington, DC be reimbursed if approved in advance in writing and in accordance with Federal Travel Regulations?

Answer: Yes

13. Clause K.2(a) discusses the submission of financial information in the event that insufficient information is available from Dun & Bradstreet. Does that mean that financial information should not be included in the initial submission and only supplied upon later request?

Answer: Yes, but information should be provided initially if Duns number is not submitted.

14. Clause L.1 Tab 1: Please confirm that Tab 1 (Section A) does not count against the 25 page limit.

Answer: Confirmed

15. Clause L.1 Tab 2: Please confirm that Tab 2 (Representations, Certifications and Other Statements of Offerors) does not count against the 25 page limit.

Answer: Confirmed

16. Clause L.1 Tab 3: Please confirm that Tab 6 (Price Schedules) does not count against the 25 page limit.

     Answer: Confirmed

17. Clause L.1 tab 4: Are contractors required to propose on all of the following: CMS services, Maintenance Services, and Systems Administration Services?

     Answer: No, offers may be submitted to provide one or more services and in any combination.

18. Clause L.1 Tab 7.b states "This requirement for references may be waived for firms with current House Contracts..." How and when do we find out if this requirement is waived for our firm?

     Answer: The requirement is waived for firms with current House contracts and/or agreements for CMS, IT Maintenance, and/or Systems Administration services.

19. Clause L.1 Tab 8: Please confirm that Tab 8 (Questions) does not count against the 25 page limit.

     Answer: Confirmed

20. Clause L.1 Tab 8: Please confirm that the intent in Tab 8 (Questions) is to have all published amendments including questions and answers subsequent to this solicitation inserted into the proposal.

     Answer: Tab 8 is intended for the submittal of additional questions **subsequent** to those answered here.All questions and answers will be published in Amendments to the Solicitation.

21. Clause L.1 Content of Proposals and Clause M.1 Evaluation Factors for Award: Tab 3 (Executive Summary) requires drafts of all marketing materials including prices. M.1 Evaluation Factors for Award, Management Approach, Item c. establishes "clear and simple marketing documents" as criteria for evaluation of the Management Approach. Attachment J.3 Statement of Work, 5.1 Pricing, b. Copies requires plans to be submitted prior to signing the contract (not at time of proposal). For clarity, brevity, and organizational purposes, can Plan Descriptions be inserted as Appendix A (Tab 9) and incorporated by reference as appropriate throughout the proposal? If so, can Appendix A be excluded from the 25 page limit? (Note: if each plan 3xCMS, 4 MS, and 4 SAS were each summarized in 1 page each, the total page count for that section alone would be 11 pages).

     Answer: To clarify, plans **are** required with the proposal, and we see no need to exempt them from the page limit. The House is interested in plans that are simple and concise, and the page limit is considered reasonable. Five additional pages can be included for each additional Task offering.

22. Attachment J.1 Pricing: Are contractors required to propose pricing for all available service plans within Task 2 and Task 3?

     Answer: It is not necessary to offer four levels of service for each Task, but Pricing is required for all plans that are offered.

23. Attachment J.1 Pricing: Confirm number of servers required.

Answer: This is up to the Offeror.

24. Attachment J.1 Pricing: Will mirrored servers be required?

Answer: No. The House provides mirroring for House-hosted servers.

25. Attachment J.1 Pricing: The House requests discounts for advance payment of services when authorized in accordance with House policy. Please confirm current policy as it pertains to each requested task (CMS, MS, and SAS). Which services qualify for pre-payment in what durations under this POP?

Answer: The Members' Congressional Handbook currently provides that CMS (Task 1) may be prepaid for one month (specifically January). Tasks 2 and 3 may be prepaid up to 12 months, through the end of each session on January 2 of each year. The Handbook is subject to change at any time.

26. Attachment J.1 Pricing: Can pricing for the base period and subsequent periods of performance be priced with annual cost escalations (e.g., 2013 = X; 2014 = x*1.02) or should prices be expressed as a single un-escalated price covering the full base (or option) period?

Answer: Prices should be stated in dollars (preferably whole dollars), not escalation factors.

27. Attachment J.1 Pricing and Attachment J.3 SOW Section 7.2 Support Plans and Section 8.1 Support Plans: Is each vendor required to offer Bronze, Silver, Gold, and Platinum service plans for both MS and SA tasks?

Answer: No, please refer to question 22.

28. [Section 1.0?]: Section 3.0: Will est. 10,000 staffers outside House count as offices?

Answer: The question is unclear, but staffers are not offices.

29. Section 3.0: Will the CAO compel Member Offices to purchase services defined in this solicitation via this contract only?

Answer: Yes, according to a Committee on House Administration policy, all vendors seeking to provide Technology services within the scope of this RFP must enter into a contract which provides uniform T&C. Note that this is parallel with the recent consolidation of Web services under Master Web Services Agreements.

30. Section 3.0: Will the CAO authorize payments by clients to vendors who are not awarded a contract under this solicitation for services defined under this solicitation?

Answer: No, please refer to question 29.

31. Section 4.0.b: I don't understand this paragraph. Let me see if I have this straight though. The HoR awards a contract to a vendor (hunting license); we (the vendor) then go out and sign offices to a "Client Work Order"?

Answer: This is correct.

32. Section 5.2: Do Client Work Orders (CWO) replace the Procurement Letters contractors now obtain from Members ~~from~~ to establish their CMS and MS contracts? If yes, will an

invoice need to be generated and delivered to the client each month referencing the CWO for Member office CMS, MS and/or SAS contracts which are paid monthly by auto-pay?

Answer: No. The CWO will be attached to the Member's Letter requesting/authorizing auto-pay (Recurring Voucher Contract) or ad hoc invoice voucher payments and providing other details not captured by the CWO form.

33. Section 5.2.b: Client Work Order Provided by the House. This is CWO-1? I am thoroughly confused by the CWO concept. Currently we have a FFP contract with an office, they call, we open a ticket, we perform the work, we close the ticket, they get billed for the month. If a T&M office, they call, we evaluate, they accept, we perform the work, we submit a Work Order that we both sign, the WO is then sent to our corp. office, and returned to the House with an Invoice, invoice is paid.

Answer: The Client Work Order (CWO, see Attachment J.10) replaces former "FFP contracts" and "T&M work orders." The process remains similar; the key is the CWO is required before any work is done, whether on a one time or case-by-case basis.

34. Section 5.2.c: If the Contractor is already in discussions prior to this RFP with Client offices directly or indirectly, please confirm this will not in any way restrict these conversations in the event of an award, post award. "Requirements Prior to Initiation of Work. Offerors and Contractors must not initiate a marketing or sales discussion with the Client, or perform any work for the Client, prior to: (i) the execution of the Contract, and (ii) in the case of CMS Services, the successful passage of a formal evaluation by the House of the Contractor's CMS Package. Additionally, the Contractor may not perform any work for the Client prior to the execution of a Client Work Order governing the applicable Technology Service."

Answer: Current or prospective CMS Contractors may not market, sell or install a CMS package that has not been approved. "Post award" assumes that the Contractor has been approved to market, sell and install their product.

35. Section 6.1.a: States "All correspondence received by a Client and generated on behalf of or to constituents shall be recorded in the database of the CMS Package." Any complex system may have more than one simple database associated with it, depending on the definition of database (database, database system, database instance, etc.). Please confirm that the word 'database' is intended to refer to the relational storage subsystem supporting the CMS Package and not restricted to all data being contained in a single database.

Answer: "Database" is intended to be interpreted broadly and include all the data normally required by the Member in the performance of his/her work and operation of his/her office.

36. Section 6.1.b: Please provide system definition and documentation regarding the House Digital Mail program as enumerated, also confirming this system is based on Microsoft Exchange or other.

Answer: A Digital Mail program document is undergoing final review and approval and will be provided as soon as possible. The latest draft of this document may be available in a subsequent Amendment. Any draft document should should not be relied upon as

the final version for submission of new CMS products or versions for evaluation.   Digital Mail refers to a file (document) storage system, not an Exchange mailbox.

37. Section 6.1.1: Do these need to be identified and/or priced at the time of response? If these are released post award or new versions are released post award as modules for the Contractor's product offerings, may they also be offered or only as available, enumerated and priced at time of response?

Answer: Yes. Subsequent offerings may be incorporated through a contract modification. Please refer to Section 18.

38. Section 6.1.1: Clarify extra features, regarding "office Accounting," since most CMS's don't include?

Answer: Anything "extra" is anything in addition to a required (basic) feature. It is typically called an "advanced" feature.

39. Section 6.1.1: If office accounting is to be included, should it be a custom integration component?

Answer: It is at the Contractor's discretion how to implement additional features; however, we do not recommend customized solutions for single clients and recommend implementing solutions across platforms.

40. Section 6.1.2: **T**his section states that the House reserves the right to update hardware and software environment for CMS Packages and that CMS contractors must adjust accordingly. In lieu of specific response times for specific types of changes is a response of "best and reasonable effort" acceptable for this section? If no to above, can the House specify types of changes and the related expected or required timeframe for the CMS vendor to adjust or change their product or offering?

Answer: Implementation schedules will be jointly developed. Every effort will be made to work with the Contractor to provide enough time to allow them to make the changes necessary to their product.

41. Section 6.1.2: Are 'updates' expected to be included in the original costs or will the House work collaboratively with the Contractor to evaluate and receive advantage from value based approaches that may yield better overall costs and operations in support or the system? Will these updates be released with opportunity for review by Contractor and potential modification should there be cost and/or time impact? "The House reserves the right to update the hardware and software environment for CMS Packages. The CMS Contractor must modify its CMS Package as necessary to maintain compatibility and interoperability with systems of the House. At the sole discretion of the House, the CMS Contractor will be required to update its software to comply with changes in the Basic and Advanced Features for House Correspondence Management Systems by written notification from the Contracting Officer."

Answer: We realize that any changes to the environment may affect the Contractor, therefore it is in everybody's best interest to work collaboratively to address all potential impacts.

42. Section 6.2(a): is in conflict with earlier written and verbal statements from the CAO that all vendors will have to pass a CMS evaluation as part of this new solicitation. Please

clarify whether all vendors will be required to pass full CMS testing, especially in light of the new requirements?

Answer: All CMS packages/versions that have been tested and approved do not have to be re-evaluated.

43. Section 6.3 (k): Is on-site support expected / required for district offices and if so, shall this be covered under House travel regulations and per diem rates?

Answer: Yes, subject to Federal Travel Regulations and prior written approval in cases where the Contractor has no local presence. The Contractor is expected to propose innovative ways of providing support. When applicable, remote methods of support are encouraged. However, where onsite technical support is required or requested it is up to the Contractor to provide a support plan to meet that need.

44. Section 6.5: Are contractors required to provide services via all of the available hosting options (house hosted, un-hosted, unbundled, vendor owned)?

Answer: No, it is up to each Contractor to propose a plan that they wish to pursue. The House strongly encourages a hosted plan and strongly discourages an in-office server solution.

45. Section 6.5.3 states that this SOW does not guarantee that rack or data space or other support services will be provided. How can a vendor propose on this service without transparency on whether this option is available? Do current vendors in the House already have space in this facility?

Answer: Support will not unreasonably be withheld, but the House requires that resources allocated to contractors are well managed. Some current contractors have space provided. The House strongly encourages a hosted plan. We have to take into account the cost and the resources available within our data center and must evaluate your proposal to determine whether space and power may be available for your server(s).

46. Section 6.7: Is there a requirement to provide district office on-site training under this scope of work? If not, should contractors bid this as an additional service (optional)?

Answer: The House encourages innovative ways to provide training to all Congressional staff, including the district staff. If on-site training is required or requested, travel expenses may be charged to the office.

47. Section 6.8.a: Please define in detail via data model and other available information assets the 'House's data exchange format' - 'the CMS Contractor shall provide a copy of the Client's database in the House's data exchange Format.'

Answer: All information necessary for the interchange of data is available in the Standards for Interchange of CMS Data. Refer to Attachment J.12.E.

48. Section 6.8.b: Does the House have a standard source code escrow agreement or a sample of a current source code escrow agreement available for review, including details as to release expectations and events or will the House require each respondent provide a sample source code escrow agreement for review? If provided by respondent, how will this be scored during evaluation for award?

Answer: The House does not have a standard escrow source code agreement; it is up to the Offeror to select their provider of choice and submit the agreement for review and approval by the House.

49. Section 6.8.1, Section 7.5, and Section 9.0: The SOW calls for Maintenance Service Vendors to provide transition services. While virtually all Members have a CMS vendor, only a minority of Members currently have a House approved Maintenance Service vendor.

Answer: All transition services are dependent on Congress Transition Policies, which are revised each Congress prior to a Congressional transition. Contractors will be notified of any changes that impact their provision of services. This answer applies to subsections a through d below.

    a. Are all Departing Members required to select a maintenance service vendor for transition purposes?

    b. Are all Seated Members required to select a maintenance service vendor for move purposes?

    c. Are all Freshmen Members required to select a maintenance service vendor for incoming transition purposes.

    d. Who will perform the transition work under the following scenarios?:

        (1) Client elects SA service only vs. MS service from a vendor through this contract;

        (2) Self performs IT support service; and

        (3) Purchase IT support service outside of this contract

50. Section 7.0; Please provide a breakdown of hardware equipment requiring support (manufacturer, model, quantity, etc.)? by location?

Answer: Comprehensive data are not available.

51. Section 7.0; What was the number of hardware repair calls for the past full year? by location? by equipment category? Desktop, Laptop, Server, Printer, Scanner.

Answer: Comprehensive data are not available.

52. Section 7.0; What percentage of the equipment is (in warranty) vs. (out of warranty)?

Answer: It is the responsibility of each Contractor to perform an inventory of their Client's equipment.

53. Section 7.0; How many technicians are currently providing services for the computer equipment maintenance Service/Task 2? Please provide the current staff position labor categories and staff levels for each category, including maintenance & repair, desktop support, training and installation/configuration categories etc.

Answer: Currently, Maintenance Contractors are not required to sign a contract with the CAO and may enter into individual agreements with Member Offices. As a result, the CAO cannot readily compile this information. The new framework requires each

Contractor that provides maintenance services to sign a contract with the CAO and CWO with the Client.

54. Section 7.0; In your opinion, are the current labor categories and staff levels under Service/Task 2 sufficient to meet the operational and support requirements of this new contract?

Answer: Yes.

55. Section 7.0; Does the House provide onsite space for Service/Task 2 staff to operate from and store parts? If so, what is the report to location address and space allocation? Does this include access to a desk, pc, phone and network/internet connectivity?

Answer: No.

56. Section 7.0; What was the number of after hours service requests placed to the vendor for Service/Task 2 over the past full year? Service/Support? Installations?

Answer: Comprehensive data are not available.

57. Section 7.0; Were any liquidated damages assessed for Service/Task 2 over the past full year? If so, what was the cost?

Answer: No.

58. Section 7.0; How many current vendor full-time equivalent (FTE) resources in total are supporting the computer equipment maintenance Service/Task 2 today?

Answer: Currently, Maintenance Contractors are not required to sign a contract with the CAO and may enter into individual agreements with Member Offices. As a result, the CAO cannot readily compile this information. The new framework requires each Contractor that provides Maintenance Services to sign a contract with the CAO and CWO with the Client.

59. Section 7.0; Do you foresee that the current operational support structure will meet it's needs over the life of this new contract? If not, what are your estimates in the changes to the current support infrastructure that you foresee?

Answer: Yes.

60. Section 7.0: Does the House utilize an internal ticketing system to manage support activity? If so what is the name of software and does the vendor utilize this system, as well?

Answer: Yes, the House uses Remedy to track internal support requests. It is up to each individual Contractor to provide their own support tracking system to manage their support calls and reports.

61. Section 7.0; Where does the current service desk (Help Desk) reside in support of this contract? Vendor Offsite? Vendor Onsite? House Onsite? Whose ticketing system is used and what is the software name?

Answer: The Contractors are expected to provide their own solution to fulfill the terms of the contract.

62. Section 7.0; What is the method and process for the service provider to receive requests under Service/Task 2 for all services?

Answer: Currently, the method is a telephone call and email to Contractor's help desk. The House strongly encourages innovation, efficiency and cost reduction. It is up to each Contractor to determine the methods used to receive service requests.

63. Section 7.0; What was the total cost to the House for the last 12 months for the computer equipment maintenance Service/Task 2 service provision? Separate information by fixed cost and hourly T&M?

Answer: $3.4M (T&M represents a small portion).

64. Sections 7.0 – 7.5; For equipment being moved between buildings, who will be responsible for the physical transportation services and packaging? If the vendor, will the House be providing the vehicles and packaging supplies?

Answer: The CAO will be responsible for packaging and transportation.

65. 7.2 (f) "pricing, which must, at a minimum, include time and material and fixed rate plans for services provided." Does this mean we *must* provide a T&M service offering?

Answer: Yes

66. Section 7.3.1: Does this apply to network attached computing equipment that is managed by the HIR INFOSEC SCMP process?

Answer: Yes.

67. Section 7.4; How is imaging handled? Via image server? What is the volume of imaging work?

Answer: Imaging and any imaging equipment is the responsibility of the Contractor. The volume of imaging to be expected cannot be provided.

68. Section 7.5: Does pricing need to be submitted for and is there a SOW section that governs the relocation of Departing Member in-office servers to facilitate continued server access after the date required to vacate current office space but prior to the end of the congressional term (server park)?

Answer: This issue will be addressed in the 114th Congress Transition policies which are currently being developed.

69. Section 7.5: Can the House provide a schedule of anticipated (hw/sw) IMACs for the 2012/2013 calendar year?

Answer: No.

70. Section 8.0: What was the number of support requests placed for Service/Task 3 calls for the past full year? by location?

Answer: Comprehensive data are not available.

71. Section 8.0: Please provide the current staff position labor categories and staff levels for each category under the existing contract today, that provide services for the systems administration Service/Task 3 support.

Answer: Currently, System Administrators are not required to sign a contract with the CAO and may enter into individual agreements with Member Offices. As a result, the CAO cannot readily compile this information.

72. Section 8.0: Does the House provide onsite space for Service/Task 3 staff to operate from? If so, what is the report to location address and space allocation? Does this include access to a desk, pc, phone and network/internet connectivity?

Answer: The Contractors are expected to provide their own solution to fulfill the terms of the contract.

73. Section 8.0: What is the method and process for the service provider to receive requests for service for all services under Service /Task 3?

Answer: Currently, the method is a telephone call and email to Contractor's help desk. The House strongly encourages innovation, efficiency and cost reduction. It is up to each Contractor to determine the methods used to receive service requests.

74. Section 8.0: How many current vendor full-time equivalent (FTE) resources in total are supporting the systems administration Service/Task 3 today?

Answer: Currently, the method is a telephone call and email to Contractor's help desk. The House strongly encourages innovation, efficiency and cost reduction. It is up to each Contractor to determine the methods used to receive service requests.

75. Section 8.0: In your opinion, are the current labor categories and staff levels under Service/Task 3 sufficient to meet the operational and support requirements of this new contract?

Answer: Yes.

76. Section 8.0: Do you foresee that the current operational support structure will meet its needs over the life of this new contract? If not, what are your estimates in the changes to the current support infrastructure that you foresee?

Answer: Yes.

77. Section 8.0: What was the number of after hours service requests placed to the vendor for Service/Task 3 over the past full year? Service/Support? Installations?

Answer: Comprehensive data are not available.

78. Section 8.0: Were any liquidated damages for Service/Task 3 assessed over the past full year? If so, what was the cost?

Answer: No.

79. Section 8.0: What was the total cost to the House for the last 12 months for the systems administration Service/Task 3 support provision? Separate information by fixed cost and hourly T&M?

Answer: $2.7M (T&M represents a small portion, if any was ordered).

80. Section 8.1: "(d) pricing, which must, at a minimum, include time and material and fixed rate plans for services provided." Does this mean we *must* provide a T&M service offering?

Answer: Yes.

81. Section 8.2 (b, c, d): System Administration plans require "maintaining a log of internal office services performed, external services requested, and work hours" while pricing for administrative services call for fixed unit monthly price (Attachment J.1 Section B - Pricing Matrix).

> a. Please clarify the requirement. Is the intent to tie the log to T&M billings or is it simply for reporting purposes?
>
> Answer: Yes and yes, to correlate with T&M billings and for statistical reporting purposes. The Contractor is expected to keep a log of all problems and actions taken on equipment in the office.
>
> b. If the log is for T&M billings, is the log a requirement for fixed unit plans as well?
>
> Answer: Yes.
>
> c. Can the work log requirement be satisfied by recording work in a support ticket tracking system?
>
> Answer: Yes, as long as it can be provided to the office on request in a report format.
>
> d. Is there access to government furnished asset tracking software for the purposes of inventory management?
>
> Answer: No.
>
> e. Is there a policy document that governs the development and maintenance of a Member or Committee Office disaster recovery plan?
>
> Answer: Yes, the Office of Emergency Management requires information to be provided by the office, and provides templates and assistance in the creation of a disaster recovery plan.

82. Sections 6.0, 7.0 & 8.0: Please list the names of the incumbent service provider(s) that perform the three technology services Task 1 – Task 2 – Task 3.

Answer: Please see Appendix to this document. (Note that there may be additional Task 3 providers for which limited information is available.)

83. Sections 7.0 & 8.0: What software tools are currently utilized for software pushes, updates and patches?

Answer: The CAO uses BigFix.

84. Sections 7.0 & 8.0: Most requirements of this scale have a contract Transition Period, where a phased in hand off approach occurs from the current vendor to the new vendor. Does the current vendor and its sub-contractors have responsibilities to support the transition and turn over all relevant documentation and information, such as SOPs, Procedures, Guidelines, Software Resources and Locations etc.? Will all information be current and turned over to the new vendor in electronic and hard copy format, etc.? Will this requirement include a contract transition period?

Answer: Refer to Section 16.0 for guidance.

85. Sections 11.1 & 11.2: Please provide a list of location addresses requiring support.

Answer: Location addresses will not be provided. There are approximately 490 Member, Committee and Leadership offices on Capitol Hill and approximately 950 District Offices.

86. Sections 11.1.2 and 11.2.2: These sections reflect restoration within 12 and 18 hours respectively. Is this timeframe continuous elapsed hours from the time it is reported by the client or business hours elapsed based on the services hours define in J.3 Statement of Work, 10.0 Service Hours and Place of Performance?

Answer: Normal business hours, as defined in Section 10.0.

87. Sections 11.1.2 and 11.2.2: If equipment cannot be repaired in a timely manner, it is noted that a replacement or loaner can be issued. Is "replacement" a permanent exchange? What is the process governing replacement?

Answer: Yes, a replacement is a permanent exchange. The process governing replacement depends on the condition of the equipment and the length of time for repair. The process is at the discretion of the Contractor but subject to agreement by the Client.

88. Section 11.2.1: Response Times - requires a technician to "arrive on-site [at the District Office] within eight (8) hours from the initial time of the originating Client or applicable district office problem report, unless otherwise agreed upon...." Please review this requirement and clarify. Between the 4 hour evaluation period, then obtaining travel approval as required by H.11, going through airport regulations, and actual time in the air, we anticipate that it would be almost impossible to meet this requirement for any DO issue that requires air travel. Can this be amended?

Answer: The Contractor may request a written extension from the Client as described in Section 11.2. However, the Contractor should be prepared to provide the on-site support and is free to subcontract locally (subject to the requirements for subcontracting approval).

89. Section 11.3: Please confirm that these response times apply to normal business hours.

Answer: Confirmed.

90. Section 14.0.a: Is this not the same as the Equipment Installation/Acceptance Notification (EIN)? Doesn't the EIN do this already? Is the EIN going away?

Answer: Yes, it is the same and there are no plans to get rid of the EIN.

91. Section 15.2: Please provide ticket incident data history for the past 6 months in the format that you are requesting in Reports 15.2. (a) number of data destruction incidents; (b) call center statistics (including (i) number of calls versus number of calls answered, (ii) first call resolution rates, (iii) abandonment rates, (iv) number of calls answered versus number of tickets logged, (v) average time to answer, and (vi) break down of the top (3) types of calls); (c) survey data; and (d) a current customer list indicating services provided to each.

Answer: The requested information will not be provided. At the time of award, a format will be provided.

    a. What is the average length of time for a help desk level 1 call?

Answer: The requested information will not be provided.

    b. How many calls were routed to an onsite Level 2/3 resource over the past 6 months?

Answer: The requested information will not be provided.

    c. What are the current number of open incidents by category Level 1/2/3?

Answer: The requested information will not be provided.

    d. What is the average number of tickets closed per day per technician Level 1/2/3?

Answer: The requested information will not be provided.

92. Section 15.2(iii): Abandonment Rates. What are these? Never heard of this.

Answer: Abandonment rates measure when a call is received but is unanswered or dropped.

93. 16.0.f Continuation of Technology Services: This section states that "the Contractor shall continue to make the Client's Technology Service(s) available until the Client is able to replace the Technology Services by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order." Please clarify whether the "termination or completion of Client Work Order" will take place prior to or at the same time as "replace the Technology...."

Answer: The intent is that they are concurrent.

94. Section 17.0: Please provide location for all documents referenced in this section and throughout for detailed review of applicable versions.

Answer: Refer to Section J. The Contractor must sign a Non-Disclosure Agreement (Attachment J.2) to obtain certain documents.

95. Section 17.0(a) and (b): All of these publications "House Ethics Manual" etc…publications listed in (i) through (vii) and (i) through (iv); these are all on HouseNet?

Answer: Refer to Section J for these as well as those enumerated in subsections c and d.

96. General: What is the frequency of incidents the vendor was required to procure product for the House?

Answer: The Contractor may advise and assist the Client in procuring equipment and/or services.

97. General: Are all US House systems under one AD forest? Are there multiple forests/domains? What is the site structure?

Answer: Not all computers in the House are under the US.House.gov forest. Some Committees have their own forest. The House active directory structure is not relevant to this contract.

98. Attachment J.12.A Basic and Advanced Features for House Correspondence Management Systems - "Integration with House infrastructure, products, and services" It is our understanding that current CMS systems would be "grandfathered" and would be permitted to continue to use their existing database engines. Will the evaluation take this into account?

Answer: Yes.

99. Attachment J.12.B CMS Full Evaluation Process: Please specify the details of the printing infrastructure, whether vendor will have access to test the printing, and how the evaluation takes into account whether printing issues that might occur are a result of a fault within the CRM product or an unrelated force?

Answer: Testing will be conducted using vendor-developed scripts and ad hoc testing reasonably deemed necessary by the House.

100. Attachment J.12.B CMS Full Evaluation Process 4.0 testing: If all features will be tested during an evaluation, including items the vendor is not given time to train or provide test scripts on, how is the vendor evaluated for these items? Can the vendor be negatively evaluated if misuse of the additional functionality by the testing staff causes undesired consequences? To what extent can these undesired consequences, which may be of no fault to the software functionality or usability, be used in the final evaluation of the product? If vendors provide different advanced and optional capabilities, how does the testing process fairly evaluate these items tested in ad hoc testing across vendors?

Answer: The CMS Evaluation Team uses professional methods and procedures. CMS systems are expected to be fully functional, and all functionality is subject to evaluation.

101. Attachment J.12.B CMS Full Evaluation Process 4.0 testing: Under what specific circumstances is the vendor contacted during testing? If it is left to the discretion of the CMS-PC on an ad hoc basis to reach out to the vendor, to what extent is the vendor responsible for any issues that are actually user error (i.e. not following test scripts correctly) and could have been simply clarified if the CMS-PC had contacted the vendor?

Answer: The vendor will not be contacted during testing unless there is a question to clarify issues surrounding a test script or functionality. It is the vendor's responsibility to ensure that test scripts are accurate and can be easily followed by individuals who are not familiar with their product.

102. Attachment J.12.B CMS Full Evaluation Process 5.0: please provide the specific information or sections that will be contained with the final evaluation report? Will the vendor be notified of the specific deficiencies and remediation steps that were taken? Can the vendor request further clarification or request a meeting with the evaluation PM?

Answer: Section descriptions include: Executive Summary; Background; Methodology; Performance Measures; Network and System Architecture Information; Evaluation Results. The vendor will be notified of deficiencies by formal letter. Remediation steps

are not taken by the House as the CMS is expected to be fully functional at the time it is submitted for evaluation. A meeting may be requested.

103.   Attachment J.12.B CMS Full Evaluation Process: Can the vendor be negatively evaluated in circumstances where the CMS testing staff has changed terms contained within the evaluation process document or other applicable documents during the testing process? What recourse is available if the vendor believes the testing staff has made an attempt, whether intentional or unintentional, to evaluate the product outside of the prescribed process? If there is no resource available and the process does not contain any additional transparency steps, how is the vendor able to assess the fairness within the process?

Answer: The CMS is evaluated under the evaluation process in effect at the time the product is submitted for evaluation. Any concerns regarding the evaluation process may be addressed to the Contracting Officer in writing.

104.   General: In this solicitation what is the distinction between Contractor and Offeror?

Answer: An Offeror becomes a Contractor upon award of a Contract.

105.   General: Who is the incumbent?

Answer: There are numerous incumbents. Please see the Appendix to this document. Note that there may be additional Task 2 or 3 providers for which limited information is available.

106.   General: What is incumbent's current staffing for:

  a. CMS Standup?

Answer: This information is not available.

  b. CMS Maintenance?

Answer: This information is not available.

  c. CMS Server Administrative Support?

Answer: This information is not available.

107.   General: What is the anticipated start date?

Answer: The award is anticipated by September 2012. Provision of services will begin on January 3, 2013.

108.   General: What is the time frame from award date to actual contract start date?

Answer: The award is anticipated by September 2012. Provision of services will begin on January 3, 2013.

109.   Section L refers to "Tabs." Can you clarify what "Tabs" means?

Answer: Tabs are meant to refer to breaks between the proposal sections

Questions and Answers above were discussed at the PPC on 6/19/12

110.   Are vendors allowed to offer discounted or "bundled" pricing for offices that choose 2 or 3 of the 3 services from a vendor? If so, where should that be noted?

> Answer: Yes, Offerors are not only allowed but encouraged to offer multiple-Task discounts. Refer to Attachment J.1 Pricing.

111.   Section 2.0 -- Definition of "Pre-Existing Rights" is too narrow. The Pre-Existing Rights are what constitutes our CMS software. Pre-Existing Rights are defined as "any and all software and other intellectual property rights…that is pre-existing on the effective date of the Client Work Order governing the development of such Work Product." The time restriction is too narrow; the definition should include any subsequent enhancements, modifications and updates made to the Pre-Existing Rights by the Contractor in the general course of business, and not made pursuant to a Work Order or paid for by the Client pursuant to the technology services agreement. This change was made in the web services agreement after discussions with Elliot Chabot, Carol [Black] and [Lilian] Tsai, although I understand we may be dealing with different individuals for this contract.

> Answer: This question is under review and will be answered at a later time.

112.   Section H.7.d -- The license of Pre-Existing Rights [CMS software] to the Client should NOT include the right to reproduce, modify and/or adapt the Pre-Existing Rights.

> Answer: This question is under review and will be answered at a later time.

113.   Section H.7.d – This section also give[s] the Client the right to "grant to third parties engaged by the Client" to use the Pre-Existing Rights to the same extent as the Client, provided that the third parties use the Pre-Existing Rights solely in connection with the use of "Work Product". Is it contemplated that the Clients will use third parties to use the CMS on their behalf? What is the "Work Product" that the Client will be using? In no event should any third parties have the right to reproduce, modify or adapt the CMS software.

> Answer: This question is under review and will be answered at a later time.

114.   Section H.7.e – Client grant of license to Contractor [to] use Work Product in connection with subsequent third party engagements by Contractor. What Work Product would be applicable to this provision?

> Answer: This question is under review and will be answered at a later time.

115.   Section H.7.b – There are problems with some definitions. "Client Customizations" are defined as software that are not "Contractor Customizations". However, "Contractor Customizations" are not defined.

> Answer: The Statement of Work is being revised to define "Contractor Customizations."

116.   Section H.7.b – "Work Product" means all work product, IP, software, etc. developed "in connection with or while performing the Technology Services." This seems to assume a custom software development model whereby [Contractor] develops software to the Client's specifications, whereas what is actually happening is that [Contractor] is providing a license to use the CMS software for a period of time while the contract is in effect. Although the definition states that "Work Product shall not include Contractor Pre-Existing Rights", I believe a more

robust definition of Work Product is needed – i.e. that if [Contractor] does create any Work Product in a work-for-hire model, a specific Statement of Work should be entered into that states that such work constitute[s] Work Product owned by the Client.
    Answer: This question is under review and will be answered at a later time.

117.   Section F.5.b states if the Contractor fails to perform and the failure is not for a reason beyond the control of the Contractor, the House may charge the Contractor twice the daily billed amount per day. This feels excessive and feel the provision should be removed.
    Answer: This type of provision is standard in services agreements.

118.   Section F.8.a provides for immediate termination for breach by Contractor. We could try to add a notice provision and termination after 30 [or shorter period] days if breach if not cured.
    Answer: Section F.8.a will not be revised. Refer to Clause G.7 for the escalation process, which will be used when possible.

119.   Section F.8.b provides that the House has right to terminate the [Contract] for convenience with 30 days notice, but elsewhere the [RFP Section F.8.6] states that the Client can terminate a Work Order immediately, although "it is recommended for Clients to terminate (i) CMS Services with thirty (30) days' prior written notice and terminate Maintenance Services and/or Systems Administration services with 15 days notice.
    Answer: The Contract is an agreement between the House and the Contractor and has its own termination provisions. The Client Work Order is an agreement between the Client and the Contractor and has its own termination provisions.

120.   Section F.8.d provides that upon termination the Contractor shall "complete satisfactory settlement of all customer complaints and claims." This may not be feasible depending on the complaint. Recommend adding language that the Contractor "use commercially reasonable efforts" to complete satisfactory settlement of complaints and claims.
    Answer: Refer to Clause I.3 for the process of resolving disputes.

121.   Section F.8.d also states that the Contractor is required to "comply with House requirements designed to ensure a smooth transition to any successor Contractor." It is not clear how onerous these House requirements will be. I would suggest language that the Contractor use "commercially reasonable efforts" to comply with the requirements, and the House compensate the Contractor for costs of providing any transition services at an hourly rate.
    Answer: The incumbent Contractor is required to work with the new Contractor and the Client for the transition of all data and any other transition services. Refer to Section 16.0 for guidance.

122.   Section 6.8.b – On the bankruptcy issue, the way we have seen software handled in bankruptcy is to have a clause that would entitle the Client to continued use of the software after bankruptcy:
    Any rights and licenses to software granted under or pursuant to this Agreement or any Statement of Work by Client to the Client are, and shall otherwise [be] deemed to be, for the purposes of Section 365(n) of Title 11, U.S. Code (the "Bankruptcy Code"), licenses and rights to "intellectual property" as defined under Section 101 of the Bankruptcy

Code. The parties agree that the Client, as licensee of such rights, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code.

Answer: If the Contractor files for bankruptcy or otherwise ceases to be a viable Contractor the procedures in SOW Section 6.8 will be followed.

APPENDIX

CURRENT TECHNOLOGY SERVICE PROVIDERS

CMS Services (Task 1)

      Computerworks

      Fireside 21

      iConstituent

      Lockheed Martin Desktop Solutions

      Seneca Systems

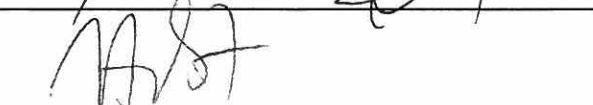   Symfodium
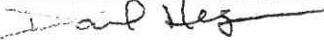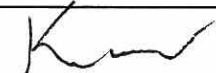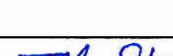
Maintenance Services (Task 2)*

      Confluent

      General Dynamics IT

      iConstituent

      Lockheed Martin Desktop Solutions

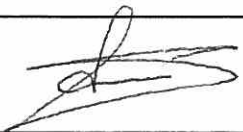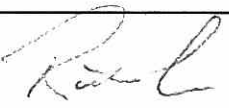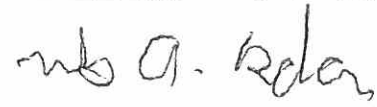Systems Administration Services (Task 3)*

      Capitol Idea Technology

      Raymel A. Clark

      HouseCall

      MetroData Networks

      Professional Technicians (dba 202IT Solutions)

      SegmentedMedia

      Symfodium

*Note that there may be additional providers of Task 2 or 3 services for which limited information is available.

Company	Contact Person(s)	Phone Numbers(s) Office/Cell	SIGN IN PLEASE -- UPDATE CONTACT INFO	Email Address(es)
Capitol Idea Technology	Danny Dutch	703-304-0990		dannyd@capitolideatech.com
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Confluent	Doug Spooner Jason Hedges	301-595-3045 x20; 301-440-4100 (cell); 301-595-3045 x21; 240-367-7883 (cell)		dspooner@confluent-it.com; jhedges@confluent-it.com
Fireside21	Ken Ward*	202-621-5121		ken@fireside21.com
General Dynamics IT	Linda Porter	571-594-5534		linda.porter@gdit.com
HouseCall	Greg Roney* Ryan Roney* Amanda Stracener*	202-905-2722		greg@housecallit.com; rroney@housecallit.com; support@housecallit.com
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Metro Data Networks	Nels Benson	703-989-2419		nbenson@metrodatanet.com hgvider@metrodatanet.cem
Professional Technicians (DBA 202 IT Solutions)	Jonathan Gentry*	202-643-8088; 202-536-7167		jgentry@202itsolutions.com
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Seneca Systems	Frank Perullo*	617-721-5844	*(signature)*	fperullo@seneca-systems.com
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Symplicity	Ariel Friedler Michael Cohen*	703-351-6527; 703-351-0200 x7201	Michael Cohen	afriedler@symplicity.com; mcohen@symplicity.com
NCI Information Systems	Kathy Mercer Doris Reeves* *Rob Fila*	703-707-6760; 7030801-8322	*(signature)*	kmercer@nciinc.com; dreeves@nciinc.com *RFILA@NCIINC.COM*
Networking Technologies and Support	Mark Brandon*	804-379-1800 804-240-9057 (cell)	*(signature)*	mbrandon@networkingtech.com
Integrated Support Strategies	Greg Fecca*	484-270-1080 x203; 215-651-2344 (cell)	Greg Fecca	gfecca@i-s-s.us
Acentia (formerly ITSolutions)	MaryAnn Hoadley*	303-503-8767	*(signature)*	maryann.hoadley@acentia.com
Capitol Contender; (& Eroots Consulting)	Mike Mooney Sam Gedert*	347-622-2617; 614-220-9451	*(signature)*	mpmooney@gmail.com; sam.gedert@erootsohio.com
CMCg E-Solutions	Wendell Dorsey	817-554-3425; 817-808-7846		wdorsey@cmcg-esolutions.com
EC&B Solutions	Carl Cromer Wendell Dorsey	713-816-1026 x3		carl_cromer@mygrande.net; wdorsey@cmcg-esolutions.com
Engage, Inc.	Todd Sharp Carlton Coulter* Carmel hinkle*	404-223-6350 x202; 404-223-6673; DC-559-0152 x202	C. Hinkle – T. Sharp C. Colter	tsharp@engage2day.com
Remi Group	Jim Ahern	484-228-8042; 484-844-4644 (cell)		jahern@theremigroup.com
MFR Consultants	Maria Frizelle Roberts* Robert Irvin* Vinit Kulkarni*	215-238-9270; 215-238-9270; 215-238-9270	M Roberts	mfrizelle@mfrconsultants.com; ~~iririn@mfrconsultants.com~~; vkulkarni@mfrconsultants.com

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Mckenzie Christopher Associates	Martin Johnson*	410-923-8620; 443-852-2552 (cell)		mjohnson@mckenziechristopher.com
Systems Maintenance Services	Richard Lee*	301-258-3607		rlee@sysmaint.com
NTS				

VENDOR PERFORMANCE EVALUATION (VPE)
Data Fields and Evaluation Factors

Document (VPE) Number:

Contract Title:

Contract Award Date:

Total Contract Amount:

Number of Modifications:

Reasons for Modifications:

Contractor Name and Address:

Evaluation type: Interim, Closeout, Termination

Complexity of Work: Easy, Moderate, Complex, Extremely Complex

Overall Performance: Poor, Fair, Good, Excellent

Product/Service Quality: Poor, Fair, Good, Excellent (Poor rating requires Comment)

Did the contractor:

> Comply with the contract: Yes, No (No requires Comment)
>
> > Comment:
>
> Meet the delivery schedule: Yes, No (No requires Comment)
>
> > Comment:
>
> Perform within negotiated price range: Yes, No (No requires Comment)
>
> > Comment:

Additional Comments: (Including period of performance covered by evaluation)

Evaluation Date:

Approved by: (COR and Contract Specialist)

Notes:
> VPEs are conducted annually and at Contract completion or termination.
> VPEs are shared with Contractors who have opportunity for rebuttal.