

SOLICITATION AND OFFER			1. [BLANK]			Page 1 of 32				
2. CONTRACT NUMBER		3. SOLICITATION NUMBER CLK04000224		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/01/2004		6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY Office of the Clerk H-154, The Capitol Washington, DC 20515 TEL: (202) 225-7000 FAX: (202) 225-5888				CODE CLK		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>5</u> 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 <u>H-154, The Capitol</u> until <u>2:00 PM</u> local time <u>05/04/2004</u> (Hour) (Date)										
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME V' Anne Tugbang			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 225-7000			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
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X	C	DESCRIPTION/SPECS./WORK STATEMENT			5-8	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			9	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
	E	INSPECTION AND ACCEPTANCE				X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		25-26
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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			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
AREA CODE		NUMBER	EXT.							
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. [BLANK] <input type="checkbox"/> [BLANK]			<input type="checkbox"/> [BLANK]			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE		25. PAYMENT WILL BE MADE BY					CODE
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form or by other authorized official written notice.										

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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	Task 1		1.00	ea	\$ _____	\$ _____
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Task 1 will include integrating the use of digital signatures that are verified using the GSA-sponsored Certificate Arbitrator Module (CAM) software, implementation of the capability to submit electronic LD forms with digital signatures and agreed upon field validation, and simultaneously creating a design document that describes and refines LD system requirements including:

- (1) additional validation of the existing LD form fields,
- (2) processes for the acceptance and verification of the authenticity of the submitted forms,
- (3) all necessary implementation requirements for the LD system to store the electronically submitted forms and the data derived from those forms.

0002	Task 2		1.00	ea	\$ _____	\$ _____
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Task 2 will consist of implementing the processes defined within the design document from Task 1.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

The Office of the Clerk needs to enhance its existing Lobby Disclosure (LD) system by allowing lobbyists to sign Lobby Disclosure registration forms electronically with a digital signature that is verified using the GSA-Sponsored Certificate Arbitrator Module (CAM) software and submit the forms electronically. The digital signatures will be verified using CAM software installed and maintained locally on a server within the Office of the Clerk's server farm or by CAM software remotely accessed through the GSA-sponsored E-Authentication portal. The Office of the Clerk may decide to use the E-Authentication portal as the primary means of verification and a locally configured CAM as a backup. The Contractor must be prepared to integrate the LD system with a locally installed and maintained CAM or a remotely installed CAM that verifies digital signatures through the E-Authentication portal, or both. In addition, the Office of the Clerk needs to automate the updating of the databases in the LD system electronically with information contained on the submitted forms. The LD system contains two (2) databases: (1) a database containing PDF files representing the electronic forms and (2) Microsoft SQL tables containing information contained on the submitted forms. The records in the Lobby Disclosure Act (LDA) databases must be electronically created or updated with both the PDF files and the information contained on each electronically submitted form. The documents' database needs to be updated with a PDF file for each LD form electronically submitted therefore eliminating the need to scan LD forms that are filed electronically. The SQL database also needs to be updated with the information contained on the forms to eliminate manual data entry of this information. The current system is paper-based, thus requiring handwritten signatures, manual data entry into the LD SQL database, and manual scanning of the paper documents into the LD documents' database. The option to submit paper forms will remain available.

Because lobbyists could begin filing their LD forms for the second half of 2004 as early as January 1, 2005, the Contractor awarded this contract must complete this entire effort by Friday, December 17, 2004. The entire effort must include complete user testing and House acceptance.

The Office of the Clerk is responsible for receiving and tracking documents submitted to the U.S. House of Representatives under the Lobbying Disclosure Act of 1995 (Public law 104-65). This law requires the disclosure of certain information related to lobbying activities and financial information. The Lobby Disclosure Act of 1995 requires lobbyists to register and provide semi-annual lobbying reports to the Clerk's office. The registration form and instructions are available at <http://clerk.house.gov/pd/index.php> and in Section J of this document.

The Office of the Clerk's system currently provides forms to be completed electronically using PDF files. Once completed, the forms must be printed and either mailed or delivered in person to the Legislative Resource Center (LRC) within the Office of the Clerk.

Within the Office of the Clerk, the LRC serves as the repository for the lobbying forms received by the Clerk's office. It is the responsibility of the LRC to maintain records regarding these filings, identify and notify filers of their responsibilities, track filers' submissions, and make the submissions available for onsite public viewing. In this regard, the LRC uses electronic means for making LD records available for viewing by the public. The submitted documents are scanned as PDF files and the public can search the SQL database for metadata queries at public workstations in the Cannon House Office Building, Room B-106.

The U.S. House of Representatives needs to integrate the use of digital signatures and electronic submission of the required registration forms with the existing Lobby Disclosure (LD) system. The U.S. House of Representatives requires Contractor support to enhance existing PDF forms to include the capability of signing the forms with a digital signature that is verified using the GSA-sponsored CAM, establish a mechanism for the submission of the forms electronically, further enhance field validation within the PDF form, refine LD system requirements, create a design document for LD system enhancements, and integrate the electronically-submitted forms and information derived from those forms into the current LD system. Integration of the electronically-submitted forms means that PDF renditions of the form for each electronic filer must be added to the document database of the LD system. Integration of the information derived from the forms means that the data entered into the form must be captured and stored in the LD SQL database. There is additional data entered into the electronic form that is not currently captured in the LD database. The additional fields must be added to the LD SQL database as part of this effort. The Contractor will also need to provide user and technical documentation for all work performed and also provide training to House personnel (LRC Records and Registration staff for user training and LCS technical staff for technical training). The user training must include how to use the system. The technical training must include complete code reviews and how to support the new functionality.

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The Contractor must become familiar with the current Lobby Disclosure system through review of the associated legislation (Public Law 104-65) as well as a review of the associated forms and documents (Appendices). Review of House documentation includes but is not limited to the following:

- * Public Law 104-65 (Lobbying Disclosure Act of 1995).
- * Lobbying Registration form (LD-1).
- * Lobbying Report form (LD-2).
- * Report on Alternative Methods for Authenticated Electronic Submission of the Lobby Disclosure Forms
- * Report on Using Digital Signature with Outsourced Certificates for Submitting Lobby Disclosure Forms.

A review of the House Inspector General's report entitled Legislative Information Systems Evaluation (Report No. 99-CLK-02) may also be helpful. This report can be found at <http://www.house.gov/IG/99clk02/report.htm>.

The House will provide access to technical and functional legislative staff for answering questions on this project.

All work (including reviews, evaluations, and analyses) must be guided by established Federal and private industry criteria. All written work products shall utilize proper business grammar and formatting techniques. The design for LD enhancements must use a risk-oriented approach and must ensure that the recommendations meet the needs and the standards of the House in the most efficient, effective, and economical manner.

This contract will consist of two (2) tasks.

Task 1 will include integrating the use of digital signatures that are verified using the GSA-sponsored CAM Software, implementation of the capability to submit electronic LD forms with digital signatures and agreed upon field validation, and simultaneously creating a design document that describes and refines LD system requirements including:

- (1) additional validation of the existing LD form fields,
- (2) processes for the acceptance and verification of the authenticity of the submitted forms,
- (3) all necessary implementation requirements for the LD system to store the electronically submitted forms and the data extracted from those forms.

Task 2 will consist of implementing the processes defined within the design document from Task 1.

The Contractor shall discuss and clarify task order requirements and deliverables, and the Contractor must present a work plan at a kick-off meeting for this Contract.

C.1 Task 1 - Refinement of Requirements, Defining Data Capture Fields, Design Document, addition of Digital Signature, and Implementation of Electronic Submission.

C.1.1 Refinement of Requirements, Defining Data Capture Fields, and Design Document.

The Contractor will become familiar with the current House Lobby Disclosure system, applicable laws, and the current procedures used by reviewing the system, House documentation of the system, and interviewing House personnel. The Contractor will specifically work with House personnel from LRC to determine the validation needed to be added to the LD PDF forms and the information to be captured from the electronically submitted forms.

The Contractor will inventory the existing network infrastructure that exists within the Office of the Clerk's Server Farm and determine if the existing configuration (hardware and software) associated with the current LD system is sufficient to handle the additional requirements. Staff personnel from Legislative Computer Systems (LCS) within the Office of the Clerk will be available to answer questions about current and future systems architecture. If the current LD system is lacking the needed capacity, the Contractor will advise the House as to what additional hardware and software needs will be required and the Office of the Clerk will acquire the additional resources. The Contractor may be asked to assist with the installation of some of the recommended products.

The data capture and updating of the LD system and databases will not be implemented during this task. However, the Contractor will provide a design document outlining how they will integrate all of the agreed upon enhancements into the existing LD system. The design document must include the methodology, actions, and timeline necessary to enhance the LD system with all of the following mandatory requirements:

- * Validation of the LD forms - The validation agreed upon with LRC.

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- * Digital Signature - Digital Signature must be included on the LD forms.
- * Electronic Submission - The ability to electronically submit verifiable LD forms in a secure and nonrepudiated manner.
- * Digital Signature Verification - The digital signature must provide the following mandatory requirements:
 - * Data confidentiality in transit - Protect data from disclosure during the submission process.
 - * Data integrity in transit - do not allow data to be changed during submission without detection.
 - * Technical nonrepudiation - Use cryptographic methods to demonstrate that a submission was signed by a unique private key associated with a specific person or process.
- * Updating the LD documents database - The LD documents database must be electronically updated (in PDF format) upon receipt of LD forms with a verified digital signature, therefore eliminating the need to manually scan the documents.
- * Updating the LD SQL database - The LD SQL database must be electronically updated with the information that is currently being captured in the existing system upon receipt of LD forms that contain a verified digital signature, therefore eliminating the need to manually enter the information submitted electronically.
- * Capture of additional information from the LD forms - There is additional data entered into the electronic form that is not currently captured in the LD SQL database. The additional fields will need to be added to the LD SQL database as part of this effort and those fields will need to be harvested from the LD forms that contain a verified digital signature.

The House must approve the final design document before the Contractor begins Task 2.

C.1.2 Modification of Electronic Lobby Disclosure Forms to Include Digital Signature, Form Validation, and Electronic Submission.

The Contractor will modify the existing House LD PDF forms to allow the addition of a digital signature to include the appropriate verification/validation using the GSA-sponsored CAM software. In addition, the LD PDF forms must be modified to include the validation defined and agreed to between the House staff (LRC) and the Contractor per the design document. At the conclusion of this task, the mechanism to enable lobbyists wishing to file LD forms electronically with the House must be installed, tested, and fully implemented.

The process enabling lobbyists to file electronically must include the following mandatory requirements:

- * Digital signature - All LD forms filed electronically must be signed with a digital signature verified using the GSA-sponsored CAM software.
- * Electronic form submission capability - Provide a method for lobbyists to electronically submit LD forms.
- * Validation of the LD forms - The LD forms must include the validation specified and agreed to during the requirements refinement portion of this task.

C.2 Task 2 - Implementation of Data Capture, Updating of Databases, Documentation, User Acceptance Testing, and Training.

C.2.1 Data Capture and Updating of Databases.

Based upon the approved design document, the Contractor will modify the LD system to integrate the electronically-submitted forms and information derived from those forms into the current LD system. Integration of the electronically-submitted forms means that PDF renditions of the form for each electronic filer must be added to the documents' database of the LD system. Integration of the information derived from the forms means that the data entered into the form must be captured and stored in the LD SQL database. There is additional data entered into the electronic form that is not currently captured in the LD SQL database. The additional fields must be added to the LD SQL database as part of this effort and these fields must be populated by the data extracted from the electronic forms that have verified digital signatures.

The data capturing enhancements will include the following:

- * Updating the LD documents database - The LD documents database must be electronically updated (in PDF format) upon submission, verification, and acceptance of the electronically submitted LD forms, therefore eliminating the need to scan electronically submitted PDF forms.
- * Updating the LD SQL database - Upon submission, verification, and acceptance of the electronically submitted LD forms, the LD SQL database must be electronically updated with the information that is currently being captured in the existing system, therefore eliminating the need to manually enter the information submitted electronically.

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- * Capture of additional information from the LD forms - There is additional data entered into the electronic form that is not currently captured in the LD SQL database. The additional fields will need to be added to the LD SQL database as part of this effort.

C.2.2 User Documentation/ Training of House Support Staff/ User Acceptance Testing.

The Contractor will provide the LRC Records and Registration staff with a manual describing the enhanced features of the LD system and step by step operational instructions on how to implement the new features.

The Contractor shall train the House LRC Records and Registration staff in the newly created electronic submission process. This will familiarize Records and Registration staff with the use of digital signatures and electronic forms submissions. After training, their level of proficiency needs to be at a level to answer questions related to the electronic LD forms submission process. The Records and Registration staff must also be capable of instructing registrants on how to contact a designated CA for certificate issuance. In addition, the Contractor will provide the Records and Registration staff with a list of Frequently Asked Questions (FAQ) to help them respond to inquiries once the system is implemented.

A test environment will be created to fully test the new features of the enhanced system. The Contractor will provide information to the LCS staff describing what resources (hardware/software) are needed to create the test environment. If additional resources are needed, LCS will secure and install the needed resources. The Contractor will work with LCS staff to create the test environment.

The Contractor needs to provide the ability to enable the House to create test forms for submission and fully process the forms within the test environment. During this task, the Records and Registration staff will perform detailed testing of the newly enhanced system in the test environment. Test scripts and scenarios will be provided by the Contractor.

The Contractor will also provide technical documentation describing the new features and also provide training to House LCS technical staff. The technical training must include complete code reviews and how to support the new functionality.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

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

D.2 HC.4.004 MARKING

AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

The base period for this contract will be the date of award through December 17, 2004 or pursuant to the established schedule in Section C. The contract must be completed, including user testing and House acceptance No Later Than 12/17/2004.

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

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

F.3 HC.6.007- SUSPENSION AND DEBARMENT MARCH 2003
CLERK

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

(1) When the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the firm immediately by certified mail, return receipt requested:

- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the Contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

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

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

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

(1) Upon conclusion of the investigation resulting from a suspension, if the Contracting Officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding

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debarment

(2) A notice of proposed debarment shall be issued by the Contracting Officer advising the Contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the Contractor or its representative may submit to the CO, in writing through the Contracting Officer's representative or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CO makes a determination to impose debarment, the Contracting Officer shall give the Contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (1) Referring to the notice of proposed debarment;
- (2) Specifying the reasons for debarment;
- (3) Stating the period of debarment, including effective dates; and
- (4) Advising that the debarment is effective throughout the House, unless the CO determines that limited business dealings between the House and the Contractor are justified.

d. The decision of the CO 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 CO failed to follow the procedures established herein.

F.4 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.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

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

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

The place of performance is Washington, D.C. Equipment or office space will not be provided.

Core business hours are Monday through Friday from 8:00 a.m. until 6:00 p.m. Eastern time. All on-site work, such as personnel interviews, shall be performed Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. Eastern time, excluding Federal government holidays.

F.7 HC.6.014 TERMINATION

AUGUST 2002

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

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.
 - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
 - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
 - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS MARCH 2001

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

G.2 HC.7.003 INVOICES MAY 2001

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. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to: Mr. Bob Maddox (COR), and will include the following information at a minimum:

- a. Contract number, task or purchase order number, and service time period;
- b. Member, committee, or other House office name and location;
- c. Itemized list of equipment covered and costs to include the following, if available:
 - 1) Description;
 - 2) Originating purchase order number;
 - 3) Serial number; and,
 - 4) House inventory control number.
- d. For time and material service plans, the invoice must also include:
 - 1) Date of service call;
 - 2) Itemized list of time and material provided; and,
 - 3) Signed service tickets must be attached.

Under no circumstances will the Contractor send invoices directly to the office where the equipment is located or service provided; nor will that office be contacted regarding possible billing of discrepancies or problems. The House does not pay federal, state or local taxes unless mandated by law.

G.3 HC.7.004 INVOICE FOLLOW-UPS MAY 2001

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.4 HC.7.005 PERFORMANCE SUMMARY REPORTS MAY 2001

All written products shall be submitted in draft to the COR for evaluation and approval. After review of draft products, the COR may direct the Contractor to revise the reports to ensure clarity, technical accuracy, or adherence to reporting guidelines. The Contractor shall consider such corrective action as part of the scope of the award, not a contract modification or additional work. All written products are required to be provided in hard copy and in Microsoft Word electronic format. The versions of Microsoft Word and Microsoft Project used during the performance of this project will be compatible with the versions installed at the House at the time of execution of this task. Other products, such as spreadsheets and diagrams, used in the draft reports or other documents must be Microsoft compatible or easily converted without the need for additional editing or reformatting requirements.

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All deliverables and work papers produced during this effort will become the property of the House of Representatives.

G.4.1 House Review of Deliverables

For all deliverables, an outline of the proposed draft reports and the associated finding sheets, if applicable, are due to the COR promptly upon completion of the task/subtask and prior to the delivery of the draft report. The House will perform a review of draft deliverables and provide written comment to the Contractor for action within 10 business days. House acceptance or rejection of final deliverables will be provided to the Contractor within 5 business days. All copies of draft and final reports shall be in Microsoft Word electronic format and shall be made available to the House upon request.

G.4.2 Work papers and Confidentiality

During the course of evaluation, work papers and supporting documents shall be made available for review by the COR upon three days advance notice. Based upon the COR's review of these documents, the COR may direct the Contractor to perform corrective or additional procedures. The Contractor shall consider such corrective or additional procedures as part of the scope of the contract, and not as a contract modification or additional work.

All work performed during this effort will be kept confidential and may be released to outside parties only with the express, written permission of the Contracting Officer. All work papers and supporting documents prepared under the contract are the property of the House. All work papers and supporting documents must be delivered to the COR within five business days after final draft report issuance. These documents may be made available to future House Contractors for background and/or follow-up purposes. In addition, the Contractor must also destroy any documents or electronic files obtained or developed under this effort not delivered as part of the work papers and supporting documents to the House.

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 the 5th of each month 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 (10) 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:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task
 - Task status
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues

G.5 HC.7.006 CONTRACT STATUS AND REVIEW MEETING MAY 2001

The House COR and authorized Contractor Representative(s) shall meet at least monthly. Meeting changes require mutually written consent. 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 smooth operating contract.

G.6 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES MAY 2001

a. Contracting Officer (CO):

Jeff Trandahl, Office of the Clerk
Room H-154, The Capitol, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-7000 Fax: (202) 225-1776

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The Contracting Officer has the overall responsibility for the award and administration of this contract. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- The CO is required to approve all contract modifications, including cost changes.

b. Contracting Officer's Representative (COR):

Bob Maddox, Office of the Clerk
Room 2401, RHOB, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-1182 Fax: (202) 225-6826

The COR, to be appointed by the Contracting Officer is designated to assist in the discharge of the Contracting Officer's Responsibilities when the CO is unable to be directly in touch with the contract work. 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's Representative 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; reviewing and approving Contractor invoices 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, or pricing of the contract or direct the Contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- Reviews and approves the status from, and performance reports on, the Contractor.
- Processing of Contractor invoices.
- Submission of a monthly summary report to the CO - The COR will prepare a monthly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the Contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.
- Establishing and adhering to, at a minimum, a monthly status/progress meeting with the Contractor and designated House staff. Maintaining minutes of those meetings.
- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator (CA):

V'Anne Tugbang, Office of the Clerk
Room H-154, The Capitol, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-7000 Fax: (202) 225-5888

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The Contract Administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or Contractor on behalf of the CO.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the CO.
- Reviewing invoices and written reports.

G.7 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The Contractor shall identify the Authorized Contractor Representative (ACR), if different from that of the program manager (key personnel) listed in clause G-009. Provide name, title, company name, address, and phone and fax number:

The ACR shall provide monthly status reports to the COR by the 5th day pursuant to clause G-007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written 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 4 hours 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.8 HC.7.009 KEY PERSONNEL MAY 2001

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. At a minimum, the Contractor shall designate a program manager as key personnel.

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

The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The Contractor must notify the Contracting Officer (CO) of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from Contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify

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the Contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

G.9 HC.7.010 POST AWARD CONFERENCE MAY 2001

A post award conference will be held with the Contractor to review contract administration issues that are contained in Section G.

G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE AUGUST 2002

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 once raised 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.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. 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.

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.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.002 IDENTIFICATION BADGES MAY 2001

The Contractor shall see that each new employee has 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. House procedures will be followed with regard to contract employees.

H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK MAY 2001

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 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 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 COR. 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 every three years.

H.3 HC.8.004 SOFTWARE AND HARDWARE SECURITY PROVISIONS MARCH 2004

All Contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (HIR), are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOL). HISPOLS may be obtained on the Internet at www://house.gov by clicking on Current Solicitations under the General Information heading, and then selecting Current Solicitations again. A hard copy may be obtained by calling the HIR Information Systems Security Office at 202-226-4988.

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

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

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

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

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H.5 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.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Section J) 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.

H.7 HC.8.008 WARRANTY JUNE 2001

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

(2) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.

(3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the Contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the Contractor's published time and materials rates. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

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 and further agrees not to provide access to or release any information without prior written approval by the House Contracting Officer. This includes Freedom of Information Act (FOIA) requests.

H.9 HC.8.011 INFORMATION SECURITY MAY 2002

Applicable to software development or hardware projects. The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the U.S. House of Representatives for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the U.S. House of Representatives under this warranty shall include

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repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance.

H.10 HC.8.016 GOVERNMENT LIABILITY

AUGUST 2002

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

H.11 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the Contractor.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

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

I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

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

I.3 HC.9.003- DISPUTES MARCH 2003
CLERK

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 CO. The CO's decision shall be final. The Contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO 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.9.006 RELEASE OF CLAIMS MAY 2001

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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.

I.6 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

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

I.7 HC.9.008 TAX EXEMPTION JUNE 2002

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

I.8 HC.9.009 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.9 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.10 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.11 HC.9.012 TERMINATION JUNE 2002

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the Contractor. In such event, Contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein.

I.12 HC.9.013 GRATUITIES JUNE 2002

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

I.13 HC.9.014 ASSIGNMENT JUNE 2002

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

I.14 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.15 HC.9.016 PATENT INFRINGEMENT MAY 2002

The Contractor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

I.16 HC.9.018 PAYMENTS JUNE 2002

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 House of Representatives to send payments electronically to Contractor's financial institution, the Contractor must first complete an EFT enrollment form to provide Contractor's signature and certain information regarding its financial institution. An EFT enrollment form may be obtained by contacting the EFT help line at 202-226-2277

I.17 HC.9.019 BUY AMERICAN MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"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

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(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (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.

"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 50 percent 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.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"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."

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

K.1 HC.11.001 GENERAL REQUIREMENTS JULY 2001

Offerors shall be individuals, partnerships, 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 HC.11.002 FINANCIAL INFORMATION JULY 2001

The offeror shall furnish company financial data for the last five (5) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 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. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Substance abuse policy and/or drug free work place policy and procedures, if applicable.
- f. Equal opportunity policy and compliance with House standards.
- g. Current staffing document.
- h. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- i. Key point of contact (POC) list and telephone number.

K.4 HC.11.006 QUALITY INFORMATION JULY 2001

Quality Policy

- a. Total quality management process, if any
- b. Quality reporting to client

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c. Customer satisfaction guarantees and assurances

K.5 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.6 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 90 calendar days after receipt of the offer.

K.7 HC.11.016 DUN & BRADSTREET NUMBER

AUGUST 2002

Offeror's Dun and Bradstreet Number _____.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit 5 copies, one (1) original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

L.2 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES

JULY 2001

Proposals hand carried will be delivered to the office of the CO (sealed offers only). Hand carried offers must be delivered and contact must be made with the above office by the date and time shown on Section A. All proposals, however delivered, must be complete and timely. Offerors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six days. Delays caused by such security screening will not be considered the fault of the House.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

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

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

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

L.5 HC.12.008- INFORMATION DISTRIBUTION AND CONTACTS MARCH 2003
CLERK

It is the intention of the House to provide equal treatment of all offerors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating offerors. Such information will include the distribution of all questions and answers to all participants. All questions from offerors should be submitted in writing.

The primary contact for all communications and questions is:

V'Anne Tugbang
U.S. House of Representatives
Office of the Clerk
H-154, The Capitol
Washington, D.C. 20515-6601

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters 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:

- (1) 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 quoter 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

- (2) Mark each sheet of data to be restricted with the following legend:

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

L.7 HC.12.010 CONTENT OF PROPOSALS JULY 2001

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The Offeror shall provide one (1) electronic version in MS Word format of their proposal in addition to 1 original and 5 copies in response to this RFP by May 4, 2004 at 2:00 PM EST.

The following schedule applies to submission of quotes for this requirement:

Final Date for Submission of Questions*	April 15, 2004
Request for Proposals (RFP) Submission	May 4, 2004
Estimated Contract Award Date	May 31, 2004

*All questions must be submitted in writing to the Contract Administrator listed on Page 1 of this RFP e-mail, by 2:00 PM EST. Offerors responding to this RFP shall be evaluated on and therefore shall provide the following along with its GSA Schedule (if applicable).

The Offeror's Proposal shall include, and be divided into sections as follows:

- * Section A -Cost Proposals and Proposed Project Plans to the Statement of Work Requirements Schedules divided by Task
- * Section B - Proposed Management Approach to the Statement of Work Requirements
- * Section C - Corporate Capabilities and Past Experience

Offeror's proposals must map responses directly to the requirements in Section C - Description of Work. Specifically, the offeror must indicate (by number) the response to each of the requirements listed in Section C.

Offerors are to sign and date Item 17 of the Request for Proposal form along with their proposals.

L.7 Section A - Cost Proposals and Proposed Project Plans

L.7.1 High Level Cost Proposals. The Offeror's cost proposals shall be provided in this section for the two Tasks. Task 1 and 2 shall be quoted as a fixed price for each task.

L.7.1.1 Proposed Project Plans. To support the reasonableness of the Offeror's cost proposals, Offerors shall include associated labor categories and rates by all identified personnel for each Task (see sample staffing table below as a guide for describing personnel). The detailed plans shall address the Statement of Work requirements. The Project Plan Section shall also include:

- * Performance metrics
- * Methodologies and standards to be employed
- * Reporting formats
- * Schedules in Microsoft Project format
- * Management and control methodologies

L.7.2 Section B - Proposed Management Approach to the Statement of Work (SOW) Requirements

The approach shall include:

- * Demonstrated methodology for performing the Tasks contained in Section C
- * Method for developing and managing preparation / review of deliverable products
- * Process for assuring the quality of content in deliverable products

The Contractor shall include a project management approach to track the delivery of products and services related to this contract and to work with the COR and staff. This includes:

- * To ensure proper planning for work breakdown and schedules
- * To establish realistic budgets that reflects actual progress for each Task
- * To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
- * Working relationship with the COR and House staff

The Offeror shall include a proposed staffing approach that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with

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a clear understanding of how the Offeror intends to staff this contract (with Key and non-Key personnel) to successfully meet all requirements of the statement of work.

L.7.3 Section C - Corporate Capabilities and Past Experience

This section shall contain the Offeror's corporate capabilities and past experience (in performing similar services). The Contractor shall provide a general description of the company and its structure, including overall corporate capabilities and product offerings. The Contractor shall provide applicable corporate Federal government support experience performing similar implementations to that described in section 3, requirements analysis, BPR analysis, target system requirements and acquisition support documentation projects including similar projects for the House of Representatives. Project descriptions shall be no more than 5 pages in length, and shall address each of the above noted applicable corporate experience areas, and shall be provided for 3 prior and 3 current projects. Project Descriptions shall include:

- * Name and Address of Agency
- * Contact name, title and current phone number
- * Period of performance
- * Description of Project including list of deliverables
- * Key personnel involved
- * Cost of project (original, final and explanation of differences)
- * Number of System Active Users

The Offeror shall provide a staffing table, which lists the personnel assigned, by skill category, and an estimated number of hours by ALL labor categories required to perform each Task in the SOW.

The Offeror shall submit Personnel Resumes (2 pages per person maximum) for Key personnel and non-key personnel who shall be assigned to this project.

The Offeror shall provide an abstract to demonstrate their knowledge of the legislative processes and their capability to perform effectively in a legislative environment.

The Offeror shall provide their Dun and Bradstreet number to evaluate financial stability.

It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Each part, properly identified, may be in the same binder or loose-leaf cover. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make one award to the offeror whose proposal meets the minimum requirements as stated in this RFP.

Proposals will be evaluated by applying the criteria stated below. The first and second criteria are mandatory in that if the Contracting Officer deems a Contractor not independent of the House of Representatives or the Contractor cannot commit to meet the required due dates under Task 1, the firm is not eligible for award.

A contract will be awarded to the one Contractor whose proposal is the most advantageous to the House. Technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

PART A

1. Independence of the Contractor to Perform the Work.

IF THE CONTRACTOR IS DEEMED NOT INDEPENDENT WITH RESPECT TO THE HOUSE OF REPRESENTATIVES (LACKING OBJECTIVITY) BY THE CO, THE FIRM WILL NOT BE ELIGIBLE FOR AWARD.

The Contractor must disclose in their proposal for this engagement all contracts, ongoing and completed during the past three years, with the U.S. House of Representatives. The Contractor should provide information concerning specific work performed for those contracts that may impact on, or are closely related to, the areas covered under this statement of work to make a determination of conflict of interest.

Commitment to Meet the House Needs Within Established Timeframes.

IF THE CONTRACTOR CANNOT COMMIT TO MEET THE REQUIRED DUE DATES, THE FIRM WILL NOT BE ELIGIBLE FOR AWARD.

PART B

1. Management Approach- 30%
2. Corporate Capabilities and Past Experience - 70%

PART C

COST AND PRICE

The proposal is presumed to represent the Offeror's best efforts to respond to the Solicitation. Any inconsistency, whether real or apparent between promised performance and cost or 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 cost must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

1. Risk Assessment. Cost or price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach. The estimated costs to correct any deficiencies in the Offeror's proposal will also be evaluated.
2. Cost Realism. Proposed cost will be evaluated not only to determine if the estimate is reasonable, realistic, cost effective and affordable, but also to determine the Offeror's understanding of the program.
3. Price*. Evaluation factors other than price, when combined, are significantly more important than price. Although Price

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is not a weighted factor, its importance cannot be ignored; the importance of price in selection will increase as the quality difference between proposals decreases.

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

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