| SOLICITATION, OFFER, AND AWARD<br>Architect of the Capitol | 1. REQUISITION NO.<br>VO 080002 | 2. PROJECT NO. |
|---|---|---|

| 3. CONTRACT NUMBER | 4. SOLICITATION NUMBER | 5. TYPE OF SOLICITATION | 6. TITLE: Point of Sale, Inventory & Accounting System |
|---|---|---|---|
| | RFP080036 | ☐ SEALED BID (IFB)<br>☒ NEGOTIATED (RFP) | 7. DATE ISSUED: 03/31/2008 |

| 8. ISSUED BY | 9. ADDRESS OFFER TO (If other than Item 8) |
|---|---|
| **AOC - Procurement Division**<br>2nd & D Streets, SW<br>Room H2-263<br>WASHINGTON, DC 20515 | AOC - Procurement Division<br>2nd & D Streets, SW<br>Room H2-263<br>WASHINGTON, DC 20515 |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

10. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 9 on 04/30/2008 at 4:00 P.M (local time).

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

11. FOR INFORMATION CALL: Carmelita Wesley TELEPHONE NO.(NO COLLECT CALLS) 202-225-2507

12. TABLE OF CONTENTS


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OFFER (Must be fully completed by offeror)

NOTE: Item 13 does not apply if the solicitation includes the provisionstitled Minimum Bid Acceptance Period.

13. 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.

| 14. DISCOUNT FOR PROMPT PAYMENT | 10 CALENDAR DAYS(%) | 20 CALENDAR DAYS(%) | 30 CALENDAR DAYS(%) | CALENDAR DAYS(%) |
|---|---|---|---|---|
| | | | | |

| 15. ACKNOWLEDGEMENT 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 |
|---|---|---|---|---|
| | | | | |
| | | | | |

| 16A. NAME AND ADDRESS OF OFFEROR CODE | 17. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)* |
|---|---|
| | |

| 16B. TELEPHONE NUMBER | | | 16C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN | 18. SIGNATURE | 19. OFFER DATE |
|---|---|---|---|---|---|
| AREA CODE | NUMBER | EXT. | ☐ | | |

**AWARD (To be completed by Government)**

| 20. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: | 21. ACCEPTED AS TO ITEMS NUMBERED | 22. SUBMIT INVOICES VIA FAX FOR PAYMENT TO: | 23. AMOUNT |
|---|---|---|---|
| | | | |

| 24. NAME OF CONTRACTING OFFICER (Type or print) | 25. UNITED STATES OF AMERICA | 26. AWARD DATE |
|---|---|---|
| Carmelita E. Wesley | BY_____<br>(Signature of the Contracting Officer) | |

# SECTION B
# SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 GENERAL DESCRIPTION AND BACKGROUND

The Architect of the Capitol (AOC) has a requirement for the design, implementation, and maintenance of a fully functioning Point-of-Sale, Inventory and Accounting System (POS System). The POS System will be used in the U.S. Capitol Visitor Center Gift Shops to order and track merchandise. The Gift Shops provide a wide variety of items, for sale to the general public, oriented to the U.S. Congress with an emphasis on education. These products and gifts are often provided on an exclusive basis to the Gift Shops for retail sale.

The Contractor shall furnish the necessary personnel, equipment, materials and training, work with the CVC staff to provide technical services and support in installing and testing a POS System for the Gift Shops. There is no existing retail management system in the CVC at this time. The Contractor shall furnish all supervision, labor, equipment, and supplies, including working such hours (e.g., overtime, weekend and Holiday work) as may be necessary to ensure the performance of work in accordance with the requirements set forth in the Statement of Work (SOW). **This Procurement is subject to Congressional authorization of Retail operations within the U.S. CVC.**

**B.2 SCHEDULE**

(Failure to submit an offer on all items will be cause for your offer to be rejected.)

| Item No. | Description Base Year | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0001 | System Development, Installation, Implementation and Training | 1 | LS | | |
| 0002 | Hardware | 1 | LS | | |
| 0003 | Software/Licenses | 1 | LS | | |
| **Total for Base Year:** | | | | | |

| Item No. | Description Option Year 1 | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0004 | Software/License, | 1 | LS | | |
| 0005 | Annual Maintenance | 1 | LS | | |
| **Total for Option Year 1:** | | | | | |

| Item No. | Description Option Year 2 | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0006 | Software/License | 1 | LS | | |
| 0007 | Annual Maintenance | 1 | LS | | |
| **Total for Option Year 2:** | | | | | |

| Item No. | Description Option Year 3 | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0008 | Software/License | 1 | LS | | |
| 0009 | Annual Maintenance | 1 | LS | | |
| **Total for Option Year 3:** | | | | | |

| Item No. | Description Option Year 4 | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0010 | Software/License | 1 | LS | | |
| 0011 | Annual Maintenance | 1 | LS | | |
| **Total for Option Year 4:** | | | | | |

| | |
|---|---|
| **Total for Basic and Four (4) Option Year Periods:** | |

## Section C - Description/Specifications/Statement of Work

1

1.1 Background

As the U.S. Capitol has evolved with the changing and growing needs of Congress, it has had difficulty accommodating an ever-increasing number of visitors. In the last few decades, tourism to the Capitol has increased from one million in 1970 to approximately three million in 2000.

Today's Congress understands that visitors need better opportunities to learn about and more fully understand the United States Constitution, the Congress and the history of the U.S. Capitol and the institution. The U.S. Capitol Visitor Center provides the amenities to efficiently manage the large flow of visitors.

1.2 Project Description

In an effort to better manage demand and improve the visitor experience, the U.S. Capitol Visitor Center (CVC) is planning to implement a Point-of-Sale, Inventory and Accounting System for use in the Gift Shops. The Gift Shops operate in two locations on the first floor of the CVC. The Gift Shops are supported by an inventory storage area within the CVC. The Gift Shops require a POS System that will support its operations, providing purchasing, inventory, and accounting support. Features should also include, but are not limited to Accounts Receivable, Accounts Payable, Voucher System, General Ledger, Inventory Control, Billing / Invoicing, Time Cards, Recurring Invoices, POS, Check Printing, Purchase / Sales Orders, Customizable Taxes, Multi-User, Multi-Company, Audit Control, Access Control, SQL Server Database Management System (DBMS), Customizable Templates, Customers, Vendors, Chart of Accounts, Customizable Reports, Financial Statements, Administration Module, Application Interface, Back Up to File / Email, Import from File (.txt, .csv, .xml, etc.)

2

2.1 Project Scope

This POS System shall support nine (9) point-of-sale and six (6) inventory and administration workstations. The Contractor shall provide hardware and software to support the POS System. The Contractor shall provide the POS software, POS appliance hardware ("cash registers"), scanners, debit/credit hardware, and the DBMS server and software. The AOC shall provide infrastructure including all cabling and a Digital Subscriber Line (DSL), and Administrative and user workstations, including an Operating System (OS).

The entire system shall interface with the AOC's financial management system (FMS), which provides the central accounting function for the Gift Shops. The interface shall consist of providing raw and/or aggregate data in a standard electronic file format that can be retrieved by the AOC's financial management system. This output should be packaged and available as needed by the system administrator.

The Contractor shall support the POS System until the system passes Acceptance Tests. The expected date for completion of the Acceptance Test is 90 days from the date of award of the contract. Training on the POS System will be required up to 180 days from the award of the contract.

2.2 SYSTEM REQUIREMENTS

2.2.1 General Requirements

The AOC requires the Contractor to provide and install a POS software system using Contractor-provided POS appliances.

The POS System shall be in compliance with U.S. generally accepted accounting principles (GAAP) as promulgated by the Federal Accounting Standards Advisory Board (FASAB). It shall also be in compliance with the U.S. Standard General Ledger promulgated by the Department of Treasury (eight digit fields) and classify expenses using Office of Management and Budget (OMB) object code classification.

The POS system shall be Payment Card Industry (PCI) Data Security Standard (DSS) compliant.

The POS System shall support a UPC code system for the purposes of completing point of sale transactions, inventory functions, and shipping and receiving. The POS System shall support sales by cash, credit card, check, and non-prepaid account. The POS System shall support secure transactions for credit card approval at the point of sale. The POS System shall support secure Internet/Intranet credit card transactions.

The AOC requires the Contractor to provide an inventory coding system.

All Contractor-provided software and hardware shall be Section 508 (Rehabilitation Act, 29 U.S.C. 794d.) compliant or shall demonstrate a process for becoming compliant.

The POS System shall support and accommodate AOC-customizable streaming banners, with messages that are customizable and appropriate to the state of the transaction.

2.2.2 Technical Requirements

The POS System administrative interfaces shall function on a standard PC with an MS Windows XP operating system. Other standard PC software programs, such as Microsoft Office XP, Novell GroupWise, Microsoft Internet Explorer 7, must be able to run simultaneously with the POS System on the user and administrative workstations.

The POS System shall immediately support eight (8) of POS appliances and four (4) user and administrative workstations.

The POS System shall support redundant processing on the individual POS appliances, PC administrative workstations, and intranet, so that if the network is down, the POS System records sales and tracks inventory until the network is once again functioning. At that time, the POS System shall synchronize with the database and reconcile sales transactions that took place during the network outage.

The POS system (or as configured by the vendor) shall incorporate a data back up and recovery routine that allows the system administrator to back up data on a regular basis to tape or a similar method to allow back up data storage in a remote location.

The POS System shall track transactions and inventory by store, and provide information related to volume and product sales by location. The POS System shall enable independent inventory management by each location. The POS System shall be able to track the transfer of inventory from one store location to another.

The POS System shall store product, vendor, customer, and financial information in a relational database.

The POS System hardware shall be provided by the Contractor. The hardware shall include appliances, barcode

scanners, and credit card authorization scanners, and check printing through the point of sale register. The equipment shall not include POS administrative workstations, which will be provided by the AOC. The AOC shall own all hardware, software and data comprising the POS system.

The POS System shall provide different levels of security access (Administrative Access, Reports Only, and POS User (cashiers) depending on job requirements.

The POS System shall support the generation of online ad hoc queries and reports.

The Contractor shall specify the type of internet connection the POS system will require in order to make secure credit and debit transactions. The AOC will provide and maintain the connection.

2.2.2.1 Printing

The POS System shall be able to create and print receipts, purchase orders, vouchers, and reports. The Contractor-supplied print system should support networked laser printer technology and POS barcode printer configurations

2.2.2.2 Purchase Orders

The POS System shall enable the AOC to generate hardcopy and electronic versions of all purchase orders. The purchase orders shall be able to be transmitted electronically, specifically HTML, XML, PDF, and a Microsoft Excel format. All purchase orders shall be able to be stored for monitoring and tracking of active purchase orders and backorders.

2.2.2.3 Special Orders

The POS System shall support a special orders function that includes non-prepaid special orders and the associated Accounts Receivable functionality. The POS System shall support the customization of purchase orders to include special instructions such as multiple shipping addresses (one PO for each ship address) and engraving/personalization instructions. Purchase orders for special orders must be able to be transmitted electronically to the manufacturer for fulfillment.

2.2.2.4 Returns

The AOC requires the ability to provide and track return authorization requests for customers. This requirement shall include the ability to charge restocking fees.

2.2.2.5 Mail Order/Shipping

The AOC requires the ability to track shipping transactions, so that the AOC can ship a single purchaser's multiple purchases to multiple addresses and exclude certain information from the packing slips. The AOC requires the ability to ship directly from manufacturer to customer and to track the transactions. Invoice and method of payment information must be able to be tracked and supplied to the original purchaser.

The POS System shall support shipping and receiving functionality that enables the Gift Shop to ship by multiple shippers. The Gift shop shall be able to track the shipping of packages and record the costs associated with shipping across all shippers.

2.2.2.6 Inventory Control

The AOC requires the ability to: Receive inventory; Validate the inventory against purchase orders; Generate bar code labels including product labels, bin labels and store shelf labels; Match purchase orders to invoices; and Generate vouchers that authorize the disbursing office to generate a check to pay the invoice.

The POS System shall support reorder reports and reorder functions.

2.2.2.7 Accounting

The POS System shall be able to interface with the AOC's financial management system by exporting data in a standard electronic file format such as .csv, .txt., or .xml, that can be retrieved by the AOC's financial management system, and retrieved from the system as needed by the system administrator.

The POS System shall enable the AOC to track Accounts Payable and Vendor Payment History.

The POS System shall enable the AOC to generate daily sales reports by salesperson and by location. It also requires the ability to generate daily transaction inventory reports.

The POS System shall provide financial reports to include daily, monthly, and year-end financial statements. The POS System shall provide subsidiary ledger information (detailed records for general ledger balances such as inventory) to summarize G/L account balances to be uploaded into a mainframe system (e.g., inventory balance, cost of goods sold, accounts receivable, obligations). The POS System shall provide for online general ledger account inquiries.

The POS System shall enable the AOC to track Accounts Receivable for returning inventory to the vendor and for miscellaneous transactions.

2.2.2.8 User Interface

The user interface for the POS System shall be user-friendly, intuitive, and have online help. The user interface shall employ a common "look and feel" across all functionality of the POS System.

2.2.2.9 Reporting

The POS System shall provide the ability to view and print out standard reports associated with Accounting, Sales, Inventory, Re-order, Purchasing, Shipping, Receiving, Customer Relationship Management, and Mail Order.

The POS System shall enable the AOC to report on sales, cost of sales, and year-end revenues, and provide additional analysis tools to generate ad hoc reports on specific, user-defined criteria.

## 3

### 3.1 Required Tasks and Deliverables

A deliverable is identified for each major task described in the project plan. Some deliverables are periodic and some combine subtasks. The Tasks and Deliverables are listed first and subsequent required activities are

described thereafter.

The Contractor shall identify, bring to the attention of the AOC, justify, and perform any task necessary to effectively implement its product. The Contractor shall comply with terms and conditions as described in this Contract.

3.1.1 Task: Create Project Plan

Deliverable: Project Plan

The Contractor shall review the project plan weekly. If there have been any changes to the project's schedule or deliverables, the Contractor shall revise the project plan accordingly, maintaining the original baseline. The Contractor shall submit approved project plans, with changes highlighted, to the Contracting Officer (CO).

3.1.2 Task: Prepare Status Reports

Deliverable: Status Reports

The Contractor shall prepare and deliver weekly written and oral status reports to by the Contracting Officers Technical Representative (COTR) and the Contractor. The weekly reports, in Contractor format, shall identify the goals for that week, the accomplishments during that week, the action items to be accomplished for the upcoming week, and risks to the successful and timely completion of the project. The action items set forth in a given reporting cycle shall serve as the goals of the next reporting cycle. With three (3) days prior notification, the Contractor may be required to present some or all of the status reports in the form of an oral presentation as well as in written format as requested by the COTR.

The Risk section of the Status Report shall describe each major risk, the likelihood and impact of each risk, and the mitigation strategy for eliminating or limiting the impact of each risk.

3.1.3 POS System

A software license executed by and between the Original Equipment Manufacturer (OEM) and the AOC shall grant the AOC a perpetual, non-exclusive license to the software used to operate the POS System described in this Section C.

The Contractor shall create an implementation plan, in Contractor format, that describes how the Gift Shop will move to the POS System and shall submit to the COTR within 21 days after contract award. The implementation plan shall include:

a) Interface Plan. The Contractor shall identify and plan for the exchange of data between the new POS System and the existing financial management system. The Contractor shall work with the Information Technology Division, Accounting Division, and Financial Management System Division staff to review and approve all data requirements for the AOC financial management system. The Contractor shall furnish to the AOC any necessary additional requirements for connecting the Gift Shop server and network to the existing AOC infrastructure as needed.

b) System Test Plan. The Contractor shall develop a plan for testing all major functionality and interfaces of the new POS System and shall submit to the COTR within 45 days after contract award.

The implementation plan including all schedule milestones and completion dates requires COTR approval.

The Contractor shall implement the POS System compliant with the requirements of this Section C in two phases:

a) Phase 1: The Contractor shall create the database and install the POS System on the administrative workstations within 60 days after contract award.

b) Phase 2: The Contractor shall complete the implementation by installing the POS System on the remainder of the appliances, complete the interface tasks, and test the POS System within 90 days after contract award.

3.1.4 Training

The Contractor shall develop and deliver comprehensive training on the POS System to Gift Shop sales staff, Gift Shop inventory staff, Gift Shop administrators, and POS System administrators within 120 days after contract award. The training must employ proven educational methods and be provided at AOC facilities. The Contractor shall train the identified Gift Shop staff to use and maintain the POS System. The Contractor may identify off-site (non-AOC facilities) training for consideration by the AOC.

Deliverable: Training Plan

The Contractor shall develop a training plan that identifies the staff to be trained in coordination with the AOC, timing of training, content of training, and type of training. The training plan shall include the retail staff, the inventory staff, the Gift Shop administration staff, and the system administration staff to use and maintain the POS System.

The Contractor shall develop a training plan that:
a) Identifies training needs for the Gift Shop sales staff;
b) Identifies training needs for Gift Shop inventory staff;
c) Identifies training needs for Gift Shop administrators; and,
d) Identifies training needs for Gift Shop system administrators.

The Contractor shall provide training that incorporates proven education methods. Training shall include quick cards for day-to-day use of the POS System. The training may include instructor-led, computer-based, and additional forms of training.

The Contractor shall work with the Gift Shop to provide train-the-trainer training to AOC-identified personnel, potentially including AOC technical training staff, to enable the AOC to train new staff, as needed. The Contractor shall test the entire POS System, including all the interfaces, and prepare for start up. The Contractor shall make all test results available to the AOC. Once the POS System has passed the Contractor's system test, the POS System shall be considered ready for start up.

The Contractor shall provide hardcopy and electronic versions of any documentation needed to use, implement, and maintain the POS System. This includes POS System support documentation, database administration documentation, and documentation for any AOC-specific tasks needed for the effective installation, implementation, and maintenance of the POS System. The Contractor shall provide hardcopy and electronic versions of the initial training materials to facilitate training of end-users and system administrators.

3.1.5 Implementation plan

Shall be submitted within 21 calendar days after contract award.

4

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4.1 System Support

The AOC will provide day-to-day administration of the POS System, and the Contractor shall provide support to the administrator. The POS System administrator will have the capability to support the planned Internet/Intranet implementation of the new POS System. The Contractor shall provide on-site support of the POS appliances.

4.2 System Support During Acceptance Testing

The Contractor shall provide on-site technical support during normal business hours throughout the system acceptance testing period.

4.3 Acceptance Testing and System Failure

After the POS System is installed, the AOC will begin the acceptance testing of the POS System for production usage. The AOC will conduct Acceptance Testing of the POS System.

The AOC production version of the product shall meet all of the requirements set forth in this RFP. A "failure" of the POS System is defined as the inability to meet a requirement or to provide an acceptable work-around. Acceptance testing by AOC personnel will emphasize the operational, functional, and reliability factors of the POS System.

The POS System shall function without failure for 30 days after start up. During this period of Acceptance Testing, the Contractor shall provide on-site support services for the system. In the event that the system does not meet the requirements by the end of the initial thirty calendar days after start up, the acceptance test shall continue on a day-to-day basis. The system shall be operational and fully functional within 60 days of start up.

4.4 System Failure Responsibilities

The Contractor shall be responsible for any failure of the products supplied by the Contractor. Failure shall not include:

a) Failures caused by the Government (its employees, agents, and invitees) resulting in delay, misuse, abuse or accident or,
b) Acts of God, electrical outages not caused or contributed to by the system.

4.5 Maintenance and Support

The Contractor shall provide maintenance services and support as requested by the AOC from the Contractor for the first year, and subsequent exercised option years, during normal CVC business hours or after hours if support is needed during POS System downtime. Maintenance services and support shall include but not be limited to:

a) Software Maintenance (Patches/Fixes/Upgrades)
b) Telephone support
c) Contractor On-line support
d) On-Site technical support of the POS appliances

## Section D - Packaging and Marking

This page has been intentionally left blank.

## Section E - Inspection and Acceptance

52.252-2

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

### Clauses By Reference

| Clause | Title | Date |
|---|---|---|
| 52.246-2 | Inspection Of Supplies--Fixed Price | 11/08/2006 |
| 52.246-16 | Responsibility For Supplies | 11/08/2006 |

## Section F - Deliveries and Performance

F.1

.1 POS installation and related services will be performed at the following location:

CAPITOL VISITOR CENTER
U.S. Capitol
Washington, DC 20510

F.2

.1 Except as may be otherwise specified by the Contracting Officers Technical Representative (COTR), the normal hours of operation at the U.S. Capitol are 8:30 AM to 5:00 PM, Monday through Friday, excluding all Federal Government holidays. The work period during any assignment is subject to interruption, delay, and/or rearrangement contingent upon the legislative requirements of Congress.

.2 The Contractor is not required to work on the following Federal Holidays: New Years Day, January 1; Martin Luther King Day, Third Monday in January; Presidents Day, Third Monday in February; Memorial Day, Last Monday in May; Independence Day, July 4; Labor Day, First Monday in September; Columbus Day, Second Monday in October; Veterans Day, November 11; Thanksgiving Day, Fourth Thursday in November; and Christmas Day, December 25.

F.3

The term of this contract shall be for a base period of date of award through 11/30/2008 with four (4) one year options as follows:

12/01/2008 through 11/30/2009
12/01/2009 through 11/30/2010
12/01/2010 through 11/30/2011
12/01/2011 through 11/30/2012

Not to exceed 60 months.

AOC52.211-4

Term of Contract (Jan 2007)

The term of the basic contract period shall be date of award through 30 Nov 2008.

(End of clause)

52.252-2 Sec. F

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

## Clauses By Reference

| Clause | Title | Date |
|---|---|---|
| 52.242-15 | Stop-Work Order | 11/08/2006 |
| 52.247-34 | F.O.B. Destination | 11/08/2006 |

## Section G - Contract Administration Data

AOC52.201-1

Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2

Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual s responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor s performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.223-8

DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilites at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

(1) List of drivers;

(2) Date of birth for each driver;

(3) Social Security Number of each driver;

(4) Vehicle make;

(5) Vehicle model;

(6) License tag number and state where vehicle is licensed;

(7) Color of vehicle; and

(8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728. Updates to the information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(End of clause)

AOC52.242-2

## CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

AOC52.223-5

Special Security Requirements - Services (Jun 2007)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the

Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of $100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-7

Special Security Clearance and Inspection Procedures (Jun 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

## Section H - Special Contract Requirements

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## Section I - Contract Clauses

52.216-20

Definite Quantity (Oct 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after five (5) years of performance.
(End of clause)

52.217-7

Option for Increased Quantity--Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within within 30 days of contract expiration. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within
30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed
five (5).

(End of clause)

52.223-3

Hazardous Material Identification and Material Safety Data (Jan 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material (If none, list None) | Identification No. |
|---|---|
| | |
| | |
| | |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.243-7

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions*. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within five (5) (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;
(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;
(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance*. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) *Government response*. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
(2) Countermand any communication regarded as a change;
(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.232-19

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 30 September 2008. The Government's obligation for performance of this contract beyond that date 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 Government for any payment may arise for performance under this contract beyond 30 September 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.202-1

Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1

Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2

Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.204-1

Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10

Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding $10,000.

(End of clause)

AOC52.219-1

Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3

Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.223-1

Hazardous Material Identification and Material Safety Data - Supplement (Jun 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS s), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS s with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS s to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDS s must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-9

Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor s workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer s satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.225-1

Buy American Act - Supplement (Jun 2004)

In addition to provisions of the above clause entitled, Buy American Act, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC52.227-1

Patent Indemnity - Commercial Items (Jun 2004)

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the contract, provided the Contractor is reasonably notified of such claims and proceedings.

(End of clause)

AOC52.232-1

Payments - Supplies (Feb 2007)

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 percent of the total amount of this contract.

(b) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(c) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(d) Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract number;

(2) Name, address and Taxpayer I.D.of Contractor;

(3) Invoice Date;

(4) Unique invoice number for that particular invoice; and

(5) Amount by line item including quantity and unit pricing (see the SCHEDULE OF ITEMS in Section B)

(e) Payments will be made directly to the contractor s financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor s attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-6

Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor s EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor s EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall

be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor s EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor s financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor s name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor s official authorized to provide this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor s financial agent; and

(5) The contractor s account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:
Architect of the Capital
Accounting Division
Mailing Address:
2nd and D Streets SW
Ford House Office Building
Washington, DC 20515

Telephone:
(202) 226-2552
Facsimile:
(202) 225-7321

(End of clause)

AOC52.232-7

Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-12

Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1

AOC52.233-2

Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount

of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.246-4

Warranty of Non-commercial Items (Jun 2004)

(a) Definitions. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligation. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for One (1) year from the date of final delivery and acceptance all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(c) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(d) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(e) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(f) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.252-2 Sec. I

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

## Clauses By Reference

| Clause | Title | Date |
|---|---|---|
| 52.203-3 | Gratuities | 11/08/2006 |
| 52.203-5 | Covenant Against Contingent Fees | 11/08/2006 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | 11/08/2006 |
| 52.211-5 | Material Requirements | 11/08/2006 |
| 52.215-2 | Audit and Records--Negotiation | 11/08/2006 |
| 52.222-26 | Equal Opportunity | 03/22/2007 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans | 11/08/2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | 11/08/2006 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | 11/08/2006 |
| 52.223-6 | Drug Free Workplace | 11/08/2006 |
| 52.225-1 | Buy American Act--Supplies | 11/08/2006 |
| 52.227-3 | Patent Indemnity | 11/08/2006 |
| 52.229-3 | Federal, State And Local Taxes | 11/08/2006 |
| 52.232-11 | Extras | 11/08/2006 |
| 52.232-23 | Assignment Of Claims | 11/08/2006 |
| 52.242-13 | Bankruptcy | 11/08/2006 |
| 52.243-1 | Changes--Fixed Price | 11/08/2006 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | 11/08/2006 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | 09/01/1996 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | 11/08/2006 |

## Section J - List of Attachments

J.1

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J.1 PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM

J.2 U.S. CAPITOL POLICE NOTICE
(for information only)

J.3 AOC PAST PERFORMANCE QUESTIONNAIRE
(for information only - to be sent to references)

## Section K - Representations, Certifications and Other Statements of Offerors

52.203-2

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror s organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal

Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

__TIN: _____.

__TIN has been applied for.

__TIN is not required because:

__Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

__Offeror is an agency or instrumentality of a foreign government;

__Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

__Sole proprietorship;

__Partnership;

__Corporate entity (not tax-exempt);

__Corporate entity (tax-exempt);

__Government entity (Federal, State, or local);

__Foreign government;

__International organization per 26 CFR 1.6049-4;

__Other _____.

(f) *Common parent.*

__Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

__Name and TIN of common parent:

Name _____.

TIN _____.

(End of provision)

52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-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, tax evasion, or receiving stolen property; and

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.223-1

Biobased Product Certification (Dec 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.225-2

Buy American Act Certificate (June 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

| *Line Item No.* | *Country of Origin* |
|---|---|
| | |
| | |
| | |

*[List as necessary]*

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-18

Place of Manufacture (Sept 2006)

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) X In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(End of provision)

AOC52.204-2

Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name,

(2) Company address;

(3) Company telephone number;

(4) Line of business;

(5) Chief executive officer/key manager;

(6) Date the company was started;

(7) Number of people employed by the company; and

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number:_____.

(End of provision)

AOC52.204-3

Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8

Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

(End of provision)

AOC52.219-2

Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds $100,000 the North American Industry Classification System (NAICS) code for this procurement is 334111 and the small business size standard is 1000 (if this requirement is for manufacturing or trade) or $ _____ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.
"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.
"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.
"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.
"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvanted business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at http://www.sba.gov.

(e) For entities organized for profit, the size standards for each industry can be found at http://www.sba.gov/gopher/Government-Contracting/Size/. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", Women-owned small business", and "Veteran-owned small business".

_____ Nonprofit organization (do not check any other box).
_____ Large business (do not check any other box).
_____ Foreign contractor (do not check any other box).
_____ State/local/Federal government agency (do not check any other box).
_____ Small business (see 13 CFR Part 121).
_____ HUBZone small business (see 13 CFR Part 126).
_____ Small disadvantaged business (see 13 CFR 124.1002).
_____ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
_____ Veteran-owned small business (see 38 U.S.C. 101(2)).
_____ Women-owned small business.

(End of provision).

## Section L - Instructions, Conditions and Notices to Offerors

52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

L.1

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article entitled, "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled "SUBMISSION OF OFFERS" of this section and submitted in the following number of copies:

(1) Technical Proposal - One (1) original and three (3) copies.
(2) Price Proposal - One (1) original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL
(a) The Technical Proposal shall be organized in accordance witht he following format to facilitate evaluation by the Architect of the Capitol.

(1) Technical Proposal. The Technical Proposal shall be subdivided into three subsections each with its own tab identifying the factor (and tabs identifying the subfactors, where applicable) and shall be on 8-1/2 x 11 sheets in a 3-Ring binder.

(a) The Offeror shall provide a description of each factor as noted below:

(i) Factor 1 - Technical Functionality of Software. This factor addresses the technical capability of the software. Provide an Executive Summary for this factor that includes a brief discussion of the information provided for each of the subfactors.
a. Subfactor 1.1 - Proven Capabilities. Discuss in detail the existing features of the software as they relate to the requirements at paragraph 3, System Requirements, of the SOW.
b. Subfactor 1.2 - Effective solutions for CVC issues. Many issues unique to the CVC were discussed in the statement of work. The proposal must include solutions to these issues, such as:
i. Inventory allocations between stores
ii. Issues that the offeror anticipates that were not discussed in this document

should also be included, with their proposed solutions.
c. Subfactor 1.3 - System performance and accountability plan.
i. System scalability - ability to adjust to high volumes;
ii. Response time - customer and user interfaces and inventory updates;
iii. Compliance with Section 508; and
iv. Performance measures, reporting, and accountability.
d. Subfactor 1.4 - Demonstration of software. Offers must include some self-contained method (i.e., no offeror involvement is necessary) for the evaluators to "try out" the software. The method could be a web link to a functioning test site, or a demonstration copy on CD-ROM, or some similar approach. The demonstration version must include the ability to use the system as a user and as an administrator; please provide any passwords or other information necessary to access the demo.

(ii) Factor 2 - Management Approach. This factor addresses the offeror's ability to manage the overall project, as well as the individual tasks that comprise the milestones leading up to implemetation.
a. Provide your project management team, identifying intended roles on this particular contract with resumes for each, citing specific relevant experience.
b. Provide your development and implementation milestone schedule, to include at a minimum the items listed at Table 1: Key Project Milestones in the SOW. Include any additional significant milestones that are applicable but not listed in the table.
c. Provide your implementation plan, testing and phase-in approach.
d. Proposed licensing and services agreement. This section should also include estimated concurrent users of the system based on the projected volume provided.
e. Describe your plan to provide training programs.
f. Proposed system host structure with DSL or other connectivity and data security concept.
g. Approach for system maintenance and redundancy plan.
h. Approach for technical support (help call line).
i. List of assumptions.

(iii) Factor 3 - Past Performance. Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to three (3) or more companies/agencies for whom the offeror recently (completed within the last five years or ongoing) performed contracts, similar in scope and magnitude to the work required udner this solicitation. The questionnaire(s) must be faxed by the companies/agencies to the attention of Carmelita Wesley at (202) 225-3221 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.
a. The Government may use other references/information to verify past performance.
b. The offeror may provide awards, letters or other documentation as it relates to their Past Performance.
c. The proposal shall identify past projects executed by the proposed project team (or selected team members) and include references or letters that describe the team's performance.

INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES
(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item No. 1), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by duly authorized

agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

(1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);
(2) Section B - The "SCHEDULE" pages (including the payment schedule identified in B.3); and
(3) Section K - The "REPRESENTATIONS AND CERTIFICATIONS".

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

52.252-1 Sec. L

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of provision)

AOC52.204-5

Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to mainatain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at http://ccr.gov. This internet site contains all pertinent information for registrration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1

Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1

Instructions to Offerors (Jul 2007)

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

Proposal modification is a change made to a proposal before the solicitation s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Carmelita E. Wesley, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Carmelita E. Wesley to (202) 225-2507 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government

requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2

Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to cwesle@aoc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3

Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government 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 (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict 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.

(End of provision)

AOC52.215-6

Preparation of Proposals (May 2007)

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 18 and return Sections A, B, and K of this solicitation package. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9

Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient s name will be removed from the applicable mailing list.

(End of provision)

## Section M - Evaluation Factors for Award

52.252-1 Sec. M

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of provision)

AOC52.215-5

Contract Award - Source Selection Procedures (Jun 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may

(1) Reject any or all offers if such action is in the public interest;

(2) Accept other than the lowest offer; and

(3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror s initial proposal should contain the offeror s best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

M.1

(a) General Requirements: The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into Technical and Price categories which consist of subsections corresponding to those in the article entitled "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" and the article entitled 'INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" in Section L. The technical criteria are considered by the Architect to be generally more important than price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.

(b) Technical Evaluation Criteria: Each offeror's proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance. Subfactors are considered to be equally weighted and will be evaluated as listed below:

Factor 1 - Technical Functionality of Software
Subfactor 1.1 - Proven Capabilities
Subfactor 1.2 - Effective solutions for CVC issues
Subfactor 1.3 - System performance and accountability plan
Subfactor 1.4 - Demonstration of software
Factor 2 - Management Approach
Factor 3 - Past Performance

(1) **Technical Functionality of Software:** The offeror's proposed software will be evaluated to determine the extent to which it meets the minimum required functionality; the ability to satisy the issues specific to the CVC; its expected performance; and whether the demonstration version supports the minimum required functionality.

(2) **Management Approach:** Offerors shall demonstrate their ability to assemble, maintain, and manage sufficient numbers of professional and technical support personel to perform the work required. The management approach will be evaluated to determine that the offeror understands the milestones throughout the project, and has a plan for how to accomplish a successful system implementation.

(3) **Past Performance:** The offeror's relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror's past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

(c) Price Evaluation Criteria. Each offeror's price proposal will be evaluated to determine whether it demonstrates price and reasonableness.

M.2 CONTRACT AWARD

This Procurement is subject to Congressional authorization of Retail operations within the U.S. CVC.

Clauses By Reference

| Clause | Title | Date |
|---|---|---|
| 52.217-5 | Evaluation Of Options | 11/08/2006 |

# *****NOTICE*****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (i.e. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned within three (3) working days of award as set forth in Section G or Solicitation Conditions of the contract. Again, this requirement applies only if you are <u>not</u> enrolled in the EFT system with the Architect of the Capitol.

# PAYMENT INFORMATION FORM
# ACH VENDOR PAYMENT SYSTEM

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

## Debt Collection Improvement Act of 1996

**PAPERWORK REDUCTION ACT STATEMENT**

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

| COMPANY INFORMATION | |
|---|---|
| NAME: | |
| ADDRESS: | |
| CONTRACT NUMBER: AOC-_____ | TAXPAYER IDENTIFICATION NUMBER (TIN): |
| CONTACT PERSON NAME: | TELEPHONE NUMBER: ( )<br>FAX NUMBER: ( ) |

| AGENCY INFORMATION | |
|---|---|
| NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING | |
| ADDRESS: ACCOUNTING DIVISION, ROOM H2-205 | |
| WASHINGTON, D.C. 20024 | FAX NUMBER: (202) 225-7321 |
| CONTACT PERSON NAME: MR. JAMES JARBOE | TELEPHONE NUMBER: (202) 226-2552 |

| FINANCIAL INSTITUTION INFORMATION | |
|---|---|
| BANK NAME: | |
| BRANCH LOCATION: (If applicable) | |
| | |
| CONTACT NAME: | TELEPHONE NUMBER: ( ) |
| NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _ _ _ _ _ | |
| DEPOSITOR ACCOUNT NUMBER: | |
| TYPE OF ACCOUNT: ____ CHECKING ____ SAVINGS ____ LOCKBOX | |
| | |
| SIGNATURE AND TITLE OF REPRESENTATIVE: | TELEPHONE NUMBER: |

UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

# REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. *Name:* (Last, First, Middle)

*Address:*
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. *Other Names Ever Used:* (e.g. maiden name, nickname, ect. *If you have never used another name write "None".)*

3. *Date of Birth:* (Month, Day, Year)

4. *Birthplace:* (City and State or Country)

5. *Social Security Number:*

6. *Gender:* Male Female

7. *Race:*

8. *Height:*

9. *Weight:*

10. *Eye Color:*

11. *Hair Color:*

## SIGNATURE AND RELEASE OF INFORMATION:

***READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:***

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. **Signature:** _____

13. **Date:** _____

**AOC PAST PERFORMANCE QUESTIONNAIRE**
**RFP080036**

**POINT OF SALE, INVENTORY & ACCOUNTING SYSTEM**

The company listed below is preparing an offer on the above project for the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the company whose performance is being evaluated during the period the information may be used to provide source selection information.

This past performance questionnaire is being submitted by the contractor and you are requested complete it and return it to the Architect of the Capitol in care of Carmelita Wesley at FAX number (202)225-3221 on or before the proposal submission due date of **30 Apr 08**. While all elements below may not apply, please complete as much as possible.

**Company/Individual Requesting Past Project Information**:

**Name**:_____

**Past Project Title On Which The Company Is Being Evaluated**

**Project Title** :_____

**Evaluator POC (for verification purposes)**

Name: Agency/Company, POC _____Date:_____

Phone No.:_____ Fax No. _____

E-mail Address: _____

Address:_____

Position held or function in relation to project: _____

**Ratings:** Please evaluate the contractor's performance using the following ratings:

| | |
|---|---|
| "O" Outstanding | The contractor's performance clearly exceeded the contract requirements. |
| "S" Satisfactory | The contractor's performance met the contract requirements. |

**AOC PAST PERFORMANCE QUESTIONNAIRE**
**RFP080036**

"M" Marginal The contractor's performance met the minimum contract requirements but with difficulty.

"U" Unsatisfactory The contractor's performance was poor and/or did not satisfy contract requirements.

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. (Use additional sheets as needed)

1. Performance in meeting delivery/completion schedules: _____

_____ **Rating:** _____

2. What did the contractor do to improve or resolve schedule problems, if any? _____

_____ **Rating:** _____

3. The contractor's quality control (CQC). _____

_____ **Rating:** _____

4. The contractor's performance in delivering quality work in accordance with the contract:

_____

_____ **Rating:** _____

5. The contractor's ability to provide the required work at a reasonable total price. _____

_____ **Rating:** _____

6. The contractor's compliance with labor standards, if applicable. _____

_____ **Rating:** _____

7. The contractor's compliance with safety standards. _____

_____ **Rating:** _____

**AOC PAST PERFORMANCE QUESTIONNAIRE**
**RFP080036**

8. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain. _____

_____ **Rating:** _____

9. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. _____

_____ **Rating:** _____

10. Was the customer satisfied with the end product? _____

_____ **Rating:** _____

11. The relationship between the contractor and owner's contract team/Contracting Officer/COR/COTR?

_____ **Rating:** _____

12. The contractor's on-site management and coordination of subcontractors.

_____

_____ **Rating:** _____

13. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

_____

_____ **Rating:** _____

14. Has the contractor filed any modifications?_____ How many? _____

And to what extent? _____

15. Has the contractor been provided an opportunity to discuss any negative performance ratings?

If so, what were the results? _____

**AOC PAST PERFORMANCE QUESTIONNAIRE**
**RFP080036**

16. **OVERALL RATING** **Rating:** _____

17. Please provide any additional comments:_____

_____

_____

_____

_____

_____

_____