

SECTION A – SOLICITATION/CONTRACT FORM SOLICITATION, OFFER AND AWARD				PAGE 1	
1. CONTRACT NO.		SOLICITATION NO. 2026-R-038	2. TYPE OF SOLICITATION		3. EFFECTIVE DATE  See Block 22
4. REQUISITION/ PURCHASE NO. N/A					
5. ISSUED BY  Office of the Sergeant at Arms United States Senate Senate Office Building Washington, DC 20510		CODE	6. ADDRESS THE OFFER TO (if other than Item 5)  Attn: Contracts Department Office of the Sergeant at Arms United States Senate 2 Massachusetts Avenue, NE Washington, DC 20002		
<b>SOLICITATION</b>					
7. FOR INFORMATION E-MAIL		A. NAME: Charles Blalock Procurement and Contracting Specialist		B. EMAIL: acquisitions@saa.senate.gov	
<b>8. TABLE OF CONTENTS</b>					
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<b>OFFER (Must be fully completed by Offeror)</b>					
9. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days ( <i>180 calendar days unless a different period is inserted by the Offeror</i> ) from the date of receipt of offers specified above, to furnish any of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the specified schedule.					
10. ACKNOWLEDGEMENT OF AMENDMENTS		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
<i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>		001	4/27/2026		
11A. NAME  AND ADDRESS OF OFFEROR	TIN NO	Dunn & Bradstreet	12. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  OFFER ( <i>Type or Print</i> )		
11B. TELEPHONE NO.	11C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		13. SIGNATURE		14. DATE SIGNED
<b>AWARD (To be completed by Senate)</b>					
15. ACCEPTED AS TO ITEMS NUMBERED	16. AMOUNT In accordance with purchase orders issued under this contract		17. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 19 ( <i>4 copies unless otherwise specified</i> )		ITEM
18. ADMINISTERED BY ( <i>If other than Item 5</i> )		CODE	19. PAYMENT WILL BE MADE BY		CODE
			Office of the Sergeant at Arms United States Senate Financial Department Washington, DC 20510-7205		
20. NAME OF CONTRACTING OFFICER  David W. Baker			21. UNITED STATES SENATE ( <i>signature of Contracting Officer</i> )		22. DATE SIGNED
<b>IMPORTANT</b> — Award will be made on this Form, or other authorized official written notice					

## **SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

### **B.1 SCOPE**

The United States Senate (hereinafter referred to as the “Senate”) Office of the Sergeant at Arms (“SAA”) is responsible for the delivery of Senate Office web presences on the Senate’s public internet network, [www.senate.gov](http://www.senate.gov). In order to provide Senate Offices with services and software that meet their technical and functional requirements, the SAA will enter into contracts with web developers to design, develop, and/or maintain the Senate Offices’ public websites in part or in whole for United States Senator and Committee Offices (“Senate Office” or “Office”). The web developer(s) shall hereinafter be referred to as the “Contractor”.

### **B.2 DESCRIPTION OF SERVICES**

The Contractor shall assist Senate Offices with the requested website services, as listed in Section B.7.1, for their public [senate.gov](http://senate.gov) websites. Any products or services to be furnished under this Contract shall be ordered by issuance of Task Order(s) by the Contracting Officer (see Section G.1). The Contractor will be provided with a base build that is configured with tools, features, content types, and plugins for use by Senate Office websites. The Senate reserves the right to further define and/or change requirements through contract or task order modifications.

Management rights to the site and its content, in whatever stage of completion, shall be the sole property of the Senate Office.

### **B.3 CONTRACT TYPE**

The SAA anticipates award of hybrid Multiple Award Indefinite Delivery Indefinite Quantity (“IDIQ”) contracts utilizing both Firm-Fixed-Price and Labor-Hour Task Orders. Under a Labor-Hour Task Order, the Contractor shall not exceed the existing funding and originally proposed labor hours on the Task Order without written approval from the Contracting Officer. In addition, under a Labor-Hour Task Order, if the actual number of hours required to complete the task is lower than the number proposed, the Contractor shall invoice for the actual number of hours to complete the work. All services shall be provided at fixed labor rates that will comprise either a Firm-Fixed-Price or Labor-Hour estimate per Task Order.

The SAA may elect to award multiple IDIQ contracts for the same or similar services should it be determined it is in the best interest of the Senate. In addition, the Senate reserves the right to resolicit and award additional IDIQ Contracts later, as the SAA determines necessary at its sole discretion.

### **B.4 PRICING**

The schedule at Section B.7.1 shall provide the firm-fixed labor-hour and monthly rates for the services offered herein under this Contract. All pricing shall be fully burdened with all administrative costs and other direct costs unless specifically otherwise identified or agreed upon by the SAA. Travel costs are not expected under this Contract, however in the event that travel outside of the Metropolitan Washington Area is required, the Contractor shall provide a Firm-Fixed-Price for the required long-distance travel and the SAA shall approve the travel by issuance of a written Task Order or Task Order modification prior to the Contractor incurring any such costs.

The Contractor shall provide website design and development, website maintenance and end-user support, training, and content migration services on an hourly basis. Alternately, Website maintenance and end-user support may also be provided monthly at a firm-fixed price (FFP). All pricing submissions shall be rounded to the nearest whole dollar, i.e., \$250.46 is \$250.00, \$250.73 is \$251.00.

The Contractor’s goal shall be to deliver all services within the task order value and period of performance, in accordance with industry best practices.

**B.5 TERM**

This Contract is effective for a one-year base period, which shall commence on or about January 1, 2027. The Contract will have five (5) one-year option periods. The SAA may exercise option(s) in accordance with Section H.9, Exercise of Options.

**B.6 PRICE RE-DETERMINATION AND ADJUSTMENT**

The Contractor may offer a price reduction at any time effective upon the date offered by the Contractor and shall apply to all services performed on or after the effective date of price change. Price increases shall be mutually agreed. Any pricing changes shall be incorporated into the Contract through a modification hereto.

**B.7 PRICING SCHEDULE**

The Schedule at B.7.1 contains the rates for the Contractor, which the SAA shall use and issue either Firm Fixed Price or Labor-Hour Task Orders to the Contractor as a part of this Contract.

In response to Senate-issued task order proposal requests, Contractors will submit price proposals reflecting the rates provided in the table below.

**B.7.1 Schedule for Contract Line-Item Numbers (CLINs)**

<b>Base Period: January 1, 2027 – December 31, 2027</b>				
<b>CLIN</b>	<b>Description of Products, Supplies, or Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Firm Fixed Rate</b>
001	Website Design and Development (LH)	Hour	1	\$
002	Training (LH)	Hour	1	\$
003	Website Maintenance and End-user Support (LH)	Hour	1	\$
004	Content Migration (LH)	Hour	1	\$
005	Website Maintenance and End-user Support (FFP)	Month	1	\$

<b>Option Period 1: January 1, 2028 – December 31, 2028</b>				
<b>CLIN</b>	<b>Description of Products, Supplies, or Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Firm Fixed Rate</b>
101	Website Design and Development (LH)	Hour	1	\$
102	Training (LH)	Hour	1	\$
103	Website Maintenance and End-user Support (LH)	Hour	1	\$

104	Content Migration (LH)	Hour	1	\$
105	Website Maintenance and End-user Support (FFP)	Month	1	\$

<b>Option Period 2: January 1, 2029 – December 31, 2029</b>				
<b>CLIN</b>	<b>Description of Products, Supplies, or Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Firm Fixed Rate</b>
201	Website Design and Development (LH)	Hour	1	\$
202	Training (LH)	Hour	1	\$
203	Website Maintenance and End-user Support (LH)	Hour	1	\$
204	Content Migration (LH)	Hour	1	\$
205	Website Maintenance and End-user Support (FFP)	Month	1	\$

<b>Option Period 3: January 1, 2030 – December 31, 2030</b>				
<b>CLIN</b>	<b>Description of Products, Supplies, or Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Firm Fixed Rate</b>
301	Website Design and Development (LH)	Hour	1	\$
302	Training (LH)	Hour	1	\$
303	Website Maintenance and End-user Support (LH)	Hour	1	\$
304	Content Migration (LH)	Hour	1	\$
305	Website Maintenance and End-user Support (FFP)	Month	1	\$

<b>Option Period 4: January 1, 2031 – December 31, 2031</b>				
<b>CLIN</b>	<b>Description of Products, Supplies, or Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Firm Fixed Rate</b>
401	Website Design and Development (LH)	Hour	1	\$
402	Training (LH)	Hour	1	\$
403	Website Maintenance and End-user Support (LH)	Hour	1	\$
404	Content Migration (LH)	Hour	1	\$
405	Website Maintenance and End-user Support (FFP)	Month	1	\$

<b>Option Period 5: January 1, 2032 – December 31, 2032</b>				
<b>CLIN</b>	<b>Description of Products, Supplies, or Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Firm Fixed Rate</b>
501	Website Design and Development (LH)	Hour	1	\$
502	Training (LH)	Hour	1	\$
503	Website Maintenance and End-user Support (LH)	Hour	1	\$
504	Content Migration (LH)	Hour	1	\$
505	Website Maintenance and End-user Support (FFP)	Month	1	\$

## **B.8 CONTRACT CEILING AND GUARANTEED MINIMUM**

The maximum ceiling of each IDIQ contract is \$5,637,600.00. There is no guaranteed minimum on this IDIQ Contract. The Senate does not guarantee any work from this Multiple Award IDIQ Contract, as individual Task Orders will be competed between multiple awarded IDIQ Contract holders.

## **SECTION C - TASK ORDERS/STATEMENT OF WORK**

### **C.1 INDEFINITE DELIVERY-INDEFINITE QUANTITY ("IDIQ")**

This is an indefinite delivery indefinite quantity ("IDIQ") Contract.

C.1.1 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with this Contract. Senate Offices shall purchase services by issuing a written Task Order executed by the Contracting Officer.

C.1.2 Any Task Order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order, including any extension agreed to in writing by the SAA. The Contract shall govern the parties' rights and obligations with respect to that Task Order to the same extent as if the Task Order was completed during the Contract term.

C.1.3 The Contractor shall use SAA-provided resources solely and exclusively for providing and supporting websites in accordance with Task Orders issued under this Contract and must use Senate supplied equipment when connecting to Senate systems, networks, and VPNs. Any and all other applications, functionality, utilization, or data are strictly prohibited on, or from, interacting with SAA-provided resources. Unauthorized use of SAA-provided resources by the Contractor, its employees, or subcontractors may result in contract termination.

### **C.2 ORDERING**

C.2.1 Any services to be furnished under this Contract shall be ordered by issuance of Task Order(s) by the Contracting Officer (see Section G.1). Orders shall be addressed to the Contractor's point of contact in Section A, Block 11A of the Contract.

C.2.2 All delivery orders or Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or Task Order and this Contract, the Contract shall control in accordance with Section H.1, Order of Precedence. The parties shall not use Task Orders to modify the Contract.

C.2.3 Task orders will be issued electronically by the SAA to the Contractor.

C.2.4 All Contractor price proposals must use the rates in Section B.7.1 and be submitted to the SAA for distribution to the Senate Office(s) for proposal evaluation. Each Task Order Proposal Request (TOPR) will specify the contract type (Firm Fixed Price or Labor-Hour) for the specific Task Order.

C.2.5 The SAA shall provide a method to initiate the creation or modification of Purchase Order(s), and the associated Task Order(s), to fund payments for ordered contract line items.

### **C.3 STATEMENT OF WORK**

The Contractor shall assist the Senate Offices with the website design and development, training, content migration, and, if requested, ongoing website maintenance and end-user support of their public websites within the senate.gov domain.

Senate Offices' website content shall be stored and managed using an SAA-provided base build. This base Content Management System (CMS) build is configured with tools, features, content types, and plugins for use by Senate Office websites. For additional information and technical requirements, refer to *Attachment J-001-A Senate Web Development Guide*.

General requirements are stated below:

- a. All of the website content shall reside on and downloaded from senate.gov, or from other Senate-sanctioned public social media sites.
- b. The site download shall be at no cost to the site user.
- c. There shall be no passive personal data collection, except for Senate-provided analytics tools and security logging (external IP capture) explicitly required by *Attachment J-001-A Senate Web Development Guide* and *Attachment J-001-B Senate Web Design Guide*.
- d. Personal data/smartphone resources can only be activated/used with the express permission of the site user.

#### **C.3.1 Pre-Award Procedures**

Unless otherwise provided in the Task Order Proposal Request (TOPR), the SAA will follow the below procedures for gathering Senate Offices' website requirements and awarding Task Orders:

C.3.1.1 Offices will notify the SAA expressing an interest in creating or substantially revising their websites.

C.3.1.2 The Contracting Officer's Representative (COR), or designee, shall work with Office staff to identify and document the Office's website requirements (see Section C.3.4).

C.3.1.3 The SAA will issue a TOPR on a Firm-Fixed-Price or Labor-Hour basis to the IDIQ contract holders that contains the Office's list of needs and requirements. The IDIQ contract holders will submit proposals for the requirements in the TOPR.

C.3.1.4 Based upon the Office's evaluation of all proposals submitted, the Office will select the proposal that best meets the requirements of the TOPR and will recommend to the SAA a Contractor for award.

C.3.1.5 The SAA will notify the Contractor of the award and issue a Task Order (TO). The contractor's task order proposal shall be incorporated into the task order when issued.

C.3.1.6 Barring any marketing restrictions, all IDIQ contract holders are entitled to submit a proposal for all TOPRs distributed by the SAA. The SAA distributing a TOPR does not constitute an authorization to start work.

### C.3.1.7 Task Order Proposal Requirements

C.3.1.7.1 Task order proposals, in their entirety (including non-TOPR and TOPR specific documentation), shall not exceed twenty (20) pages.

### C.3.1.8 Non-TOPR Specific Documentation

Contractors will have an opportunity to store the standard items 1-7 below which will be made available to offices engaged in the TOPR process to rebuild their sites. The Contractor is not expected to update this documentation with each TOPR, as such the Contractor's time spent responding to TOPRs should be reduced. The documentation is modifiable at any time by the Contractor, as long as the changes do not conflict with the terms of the fully executed contract. The COR may review documentation prior to its availability to the office. If the COR determines that changes conflict with the terms of the fully executed Contract, the COR reserves the right to require the Contractor to submit a contract modification. The standard information shall include (but shall not be limited to) the following:

- a. A description of the Contractor's design approach that shall be used, including a discussion of issues to be considered and any examples provided to an office;
- b. A description of the Contractor's project management process;
- c. A description of the Contractor's support plan for tracking and escalating problems;
- d. References and examples of the Contractor's website graphic design work previously completed and available to view in a web browser;
- e. A general staffing plan for website design and development projects;
- f. Resumes of potential personnel to staff design and development projects; and
- g. Corporate background, history, experience, and/or other generalized promotional content used to market your company to prospective clients.

### C.3.1.9 TOPR Specific Proposal and Documentation

The Contractor shall provide a response to the Statement of Work requirements in the TOPR. Unless otherwise directed within the TOPR, the proposal shall:

- a. address all Task Order requirements, tasks and deliverables;
- b. contain a Firm-Fixed-Price or Labor-Hour proposal providing:
  - i itemized Feature Set Task costs, based on the rates for Website Design and Development, which shall include eight (8) hours of Post-Launch Emergency Support (CLIN 001 and successors); the Contractor's rate(s) for Website Maintenance and End-user Support (CLIN 003 and CLIN 005, and successors);
  - ii itemized Training charges, based on the rates in CLIN 002 (and successors); and,
- c. complete the Deliverable Schedule to represent the Contractor's proposed timeline for this project.

Proposals will be valid for six (6) months. Task and purchase order values will be calculated based on the contract line-item rates at the time of award. With the award of a Task Order, the SAA shall assign a Task Order number, identified as a suffix to the Contract number, for use as reference for the duration of the Task Order term. The SAA may modify Task Orders numbers throughout the term of the Contract, as needed.

### **C.3.2 Project Management**

The Contractor shall utilize best practices in website development project management to assist Senate Offices through the process in a timely manner. These best practices include, but are not restricted to:

- a. Taking responsibility for managing staff and tasks/activities;
- b. Assigning sufficient, qualified technical and support resources;
- c. Measuring and evaluating progress against the approved project plan;
- d. Collaborating and communicating with the Senate Office;
- e. Scheduling and implementing testing procedures and quality assurance testing in accordance with *Attachment J-002 Website Testing and Quality Assurance Requirements*;
- f. Identifying risks and making recommendations to the Senate Office on creative and management directions;
- g. Resolving deviations from the project plan; and,
- h. Alerting the Senate Office and the COR when a new request falls outside of the projected scope of work.

The Contractor may be asked to communicate with all levels of the Senate Office and must have a thorough understanding of the project scope, budget, schedule, and resources. The Contractor must deliver the Office's requested website services within the approved budget and schedule, in accordance with industry best practices, Office-initiated or caused delays notwithstanding.

### **C.3.3 Task Order Administration**

C.3.3.1 The Senate Office will designate an Office Point of Contact ("Office POC") who will be responsible for oversight of the Contractor's performance for any Task Order for that Office (see Section G.3). The SAA shall provide the Contractor all necessary access and information required to accomplish each Task Order.

C.3.3.2 The Contractor shall submit an Initial Project Plan to the Office POC that shall include a Design Mockup (see Sections C.4.1 and C.4.2), production schedules, task priorities, and assignment of Key Personnel (see Section H.3). The Office POC will review the Initial Project Plan and provide comments regarding the proposed schedule and course of action within five (5) business days. The Contractor shall review the Project Plan weekly, revise, and submit the updated plan via traceable electronic means, to the Office POC for written approval of any changes.

The Contractor shall receive approval from the Office POC in writing, prior to proceeding to the next project phase, and will send a copy of that approval to the COR.

C.3.3.3 The Contractor shall submit a Weekly Status Report via email to the Office POC (and copy the COR) that contains, at a minimum, goals for the upcoming week, accomplishments during the previous week, and a work plan and resource allocation for the upcoming week.

C.3.3.4 The Contractor shall submit the deliverables to the Office POC in draft for review and comment, and in final form for Office POC acceptance. The Office POC will review each draft deliverable and provide comments and requests for changes within five (5) business days. Upon receipt of the Office POC's comments and request for changes, the Contractor shall promptly incorporate the Office POC's changes and deliver the final document no later than two (2) business days after receipt of the requested

changes, unless otherwise mutually agreed or specified in the Task Order. The Contractor shall copy the COR on all deliverables to the POC.

During the Senate Office review process, the Contractor may be required to meet with the Office's staff to address comments, questions, and revisions to the deliverable. Unless otherwise specified or agreed, all written deliverables shall be provided via traceable electronic means.

The SAA reserves the right to request copies of any/all documentation and communications between the Senate Office and the Contractor, in advance or in arrears of those communications.

### **C.3.4 Website Design and Development**

C.3.4.1 The Contractor shall comply with all Senate rules, regulations and policies governing sites hosted on the Senate web servers. For further details, see *Attachment J-001-A Senate Web Development Guide* and *Attachment J-001-B Senate Web Design Guide*.

C.3.4.1.1 The Contractor shall design and develop websites that conform to the principles established for the United States Senate public website, [www.senate.gov](http://www.senate.gov) as defined in *Attachment J-001-A Senate Web Development Guide* and *Attachment J-001-B Senate Web Design Guide*. All development under this contract must be conducted in the Senate network. Contractors will not be allowed to port off-network development to the Senate network.

C.3.4.1.2 Any and all data elements gathered by the website, whether via webform or other method, shall be designed with the ability to be formatted and tagged for subsequent delivery to a destination application/system of the Office's choosing. The Office will provide the required tag sets/formatting specifications to the Contractor.

C.3.4.1.3 Offices' website designs must incorporate responsive design as described in *Attachment J-001-B – Senate Web Design Guide*.

C.3.4.1.4 All coding used in website design should conform with Open Worldwide Application Security Project ("OWASP") coding practices. The contractor should be aware and take steps to address the issues detailed in the OWASP Top 10. The contractor shall be responsible for remediation of any identified security flaws and the timeline for resolving issues will be based on the criticality as defined in *Attachment J-005 U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity*.

C.3.4.2 *Attachment J-003* provides a *Sample Task Order Proposal Request (TOPR)*, which will be distributed to Contractors when an Office is ready to receive proposals to (re)build their website. This is not an exhaustive example. TOPRs will be specific to the requirements of each individual office.

C.3.4.3 The Contractor shall design and develop the website in accordance with the Senate Office's requirements, as well as assist the Office with getting its message to site visitors and "branding" of their website. Contractors are encouraged to review public facing member and committee websites on the senate.gov domain, to get an understanding of typical elements of Senate websites.

C.3.4.4 Website Design and Development documents and tasks are described in *Attachment J-001-A Senate Web Development Guide* and *Attachment J-001-B Senate Web Design Guide*.

The Contractor shall copy the COR on all required Design and Development documents upon submission to the Office POC.

C.3.4.5 The SAA shall review *Attachment J-001-A Senate Web Development Guide* and *Attachment J-001-B Senate Web Design Guide*, periodically, and revise as needed, to reflect changes in the Senate's web design and development environment and protocols. Although the SAA will make every effort to inform the vendors of significant changes to the Senate Web Development and Design Guides, it is the contractor's responsibility to review the documents particularly when submitting a proposal for a task order, as well as during website design and development engagements.

C.3.4.6 All Senate Offices' websites shall comply with all applicable Senate rules and internet usage policies, including, at a minimum, the following:

- a. Internet Services and Technology Resources Usage Rules (Usage Policy)
- b. Privacy Policy (General)
- c. Rules of the Senate (United States Senate Committee on Rules & Administration)

The Contractor shall review the referenced documents available at [www.senate.gov](http://www.senate.gov).

C.3.4.7 Search results shall be cleanly formatted, presenting the site visitor with results that are distinctly separated and/or grouped by content type. Search ranking and relevancy will be determined by the Senate Office, and search results shall provide the capability for site users to further refine their initial search by date, content type, taxonomy, or by other criteria specified by the Office.

C.3.4.8 The Contractor shall design and develop websites that are compatible with the Senate's chosen Content Delivery Network (see *Attachment J-001-A Senate Web Development Guide*).

C.3.4.8.1 Website usability standards shall encompass industry best practices, methodologies, and guidelines. A functional, responsive mockup of the home page and all other major elements/landing pages shall be presented to the Senate Office for review, revision, and approval (see *Attachment J-001-B Senate Web Design Guide*).

C.3.4.9 The Contractor shall ensure conformance with Section 508 (<https://section508.gov/>), ADA Title II, and the latest WCAG standard applicable at delivery, and shall use the Senate-provided accessibility test tool to furnish results prior to launch. For further details, refer to *Attachment J-001-B Senate Web Design Guide*.

C.3.4.10 The content areas that cannot be managed by the Senate Office, if any, shall be clearly identified in the Contractor's response to the TOPR.

C.3.4.11 The Contractor shall present a comprehensive project plan to the Office for approval prior to developing the website (see Section C.4.1).

### **C.3.5 Website Testing and Quality Assurance**

The Contractor shall perform Website Testing and Quality Assurance to evaluate the performance of the website and its components to ensure that a Senate Office's website functions as desired. The Contractor must adhere to the requirements specified in *Attachment J-002 Website Testing and Quality Assurance Requirements*.

### **C.3.6 Website Maintenance and End-user Support**

C.3.6.1 The Contractor shall offer Website Maintenance and End-user Support to its Senate customers, as specified in Section B.7.1, CLIN 003 (and successors), and may offer CLIN 005 (and successors). Senate Offices may decline to purchase these services.

C.3.6.2 In those instances where the Senate Office wishes to fund additional hours of Website Maintenance and End-user Support, the office shall initiate a request to order end-user support to be added to the task and associated purchase order (see Section C.2.5).

C.3.6.3 The Contractor shall provide Website Maintenance and End-user Support services during normal business hours 9:00 a.m. to 6:00 p.m. ET Monday through Friday, excluding Federal Holidays.

Website Maintenance and End-user Support shall include a human acknowledgement of any service request within fifteen (15) minutes.

C.3.6.4 All defects identified by the Senate Office as recurring problems shall automatically be escalated internally by the Contractor for resolution, in accordance with the Contractor's established Support procedures, per Section C.3.8.

C.3.6.5 Requests for Website End-user Support will be initiated by the Senate Office and may include, but are not limited to:

- a. Responding to Office inquiries;
- b. Resolving problems reported by Office;
- c. Changes to the structure of the website design and layout;
- d. Adding, editing, or deleting website content;
- e. Adding, editing, or deleting website graphics including, but not limited to, photographs and navigation buttons;
- f. Editing website navigation;
- g. Adding, editing, or deleting website forms and ensuring compatibility with the Office's CSS application;
- h. Adding, editing, or deleting hyperlinks to Senate-approved social networking websites;
- i. Search engine optimization;
- j. Website accessibility; and,
- k. Website analytics.

For Website End-user Support requests consisting of website search engine optimization, website accessibility or website analytics tasks, refer to *Attachment J-001-A Senate Web Development Guide* for a list of Senate-provided tools.

C.3.6.6 The Contractor shall provide a Monthly Report to the Office POC (and copy the COR) that details the Office's utilization of Website Maintenance and End-user Support hours; the Report shall be submitted by the 10<sup>th</sup> of the following month (see Section C.4.9.2).

### **C.3.7 Extended Website Maintenance Requests**

C.3.7.1 In the event that the Senate Office requests the Contractor to provide additional Website Maintenance and End-user Support task(s) that, in their entirety, require more than five (5) hours, but fewer than thirty (30) cumulative hours, the Contractor shall prepare and submit a written proposal, first to the COR, then upon approval, to the Office POC that details the Office's request and uses the rates in CLIN 003 (and successors), and the Contractor's best estimate of the total number of hours required to complete the task(s) under the Firm-Fixed Price or Labor-Hour Task Order. The proposal shall contain:

- a. an itemized description of the requested maintenance task(s);
- b. the Contractor's best estimate of the hours necessary to complete each of the associated tasks;
- c. the cost for each of the tasks(s);
- d. the total number of hours required to complete the work;
- e. the total cost for the requested work; and,
- f. the proposed completion date.

C.3.7.2 The Senate Office POC will review the proposal, and if the Office chooses to proceed, will sign and return the proposal to the Contractor, who may then start work. Upon receipt of the signed proposal, the Contractor shall send a copy to the COR. Under no circumstances shall the Contractor begin work on the Extended Website Maintenance Request until they have received the Office POC's written approval of the Contractor's proposal and have confirmed with the Office POC that the Task Order funding the request has a balance of unused Support hours sufficient to cover the hours estimated in the Contractor's written proposal. If sufficient hours are not available, the Contractor or the Office shall initiate a request for sufficient additional hours to be added to the task and associated purchase order.

C.3.7.3 Any volume of Website Maintenance and End-user Support requests that, in their entirety, will require thirty (30) or more cumulative hours to complete, shall be treated as a Substantive Website Revision (see Section C.3.10).

### **C.3.8 Defect Remediation**

The Contractor shall repair defects in Senate Offices' websites at no additional cost to the Senate, regardless of when the defects are identified, and shall confirm, in writing to the Office POC and the COR, when a defect has been repaired at no additional cost to the Senate. Acceptance (see Section E.4) does not waive the Senate's rights, nor is Acceptance conclusive, with regard to latent product defects or those defects that manifest only through the extended use of the product.

#### **C.3.8.1 Defect Remediation Protocol**

When defects are identified by the Contractor, or identified and reported by the Senate Office or the COR (or designee), the Contractor must supply a report to the COR and the Office within forty-eight (48) hours containing:

- a. a description of the deficiency;
- b. the remediation plan and schedule;
- c. an explanation of how the contractor's quality control protocols failed in this instance;
- d. the contractor's plan to prevent the same defect in the future; and
- e. a report from the Contractor confirming this was an isolated incident and none of their other Senate web clients have the same deficiency.

If the Contractor discovers or learns a web design defect may or is likely to be present in the websites for other Senate Offices, the Contractor will inform the COR which sites have or may have the same defect. The SAA will inform those Offices of the defect and the Contractor's plan to remediate the defective websites.

### **C.3.9 Documentation and Training**

C.3.9.1 If requested in the TOPR, the Contractor shall develop electronic versions of all website documentation needed to use, implement, and maintain the website and present such documentation to the Office POC and the COR prior to a production launch of the website.

C.3.9.2 The Contractor may be requested by the Office to provide Training, as specified in CLIN 002 (and successors).

### **C.3.10 Substantive Website Revisions**

Following the Senate Office's Acceptance of a website, in the event that the Office requests the Contractor to perform revisions to the Office's website that will require thirty (30) or more cumulative hours to complete, this request shall be considered a Substantive Website Revision.

C.3.10.1 When the Contractor determines that the request will require Substantive Website Revision, the Contractor shall notify the COR and the Office POC in writing that the request qualifies as a Substantive Website Revision and prepare and submit a document that describes the Contractor's understanding of the work to be performed.

The SAA will review the Contractor's documentation and, if the requested modifications would result in an essentially new website, will issue a competitive TOPR. If the SAA determines the request is a website revision only, the SAA will issue a Task Order modification to the Contractor.

C.3.10.2 When responding to the TOPR, the Contractor's price proposals shall be provided to the Senate Office using the rates in CLIN 001 (and successors), and the Contractor's best estimate of the total number of hours required to complete the project.

The Contractor shall not begin work on the website revisions until the Task Order has been issued.

### **C.3.11 Technical Requirements and Programming Standards**

#### **C.3.11.1 General Technical Requirements**

Senate Offices' website content shall be stored and managed through the use of a SAA-provided CMS.

C.3.11.1.1 The Contractor shall adhere to all requirements and guidelines in *Attachment J-001-A Senate Web Development Guide*.

C.3.11.1.2 The official Seal of the United States Senate cannot be used as a graphical element on the site, (per Public Law 105-55: Sec. 308. (a) Section 713(a) of title 18, United States Code).

#### **C.3.11.2 CMS Requirements**

The Contractor shall develop websites compliant with the Senate-provided CMS solutions referenced in *Attachment J-001-A Senate Web Development Guide*. Requests for additional features or functionality of those CMS options must be submitted to the COR for SAA-written approval prior to inclusion of such functionality in any Task Order proposal.

### C.3.11.3 Senate Supported Software List

C.3.11.3.1 *Attachment J-004 Senate Supported Software List* contains the list of software the SAA currently supports. Updates to the list are made approximately every six (6) weeks and will be provided to the Contractor. All Contractor development software shall be operable with any additions or changes to these lists at the time that the changes or additions become effective.

C.3.11.3.2 The SAA shall provide the Contractor access to any necessary Senate resources on the Senate network in order to complete work on the Senate Office website(s). However, the SAA retains the right to determine applicability of the request and to deny access to the Senate network as necessary.

### C.3.12 Contractor Promotional Materials

Any Contractor documents or other materials or media provided to Senate Offices containing product comparisons or relative merits between website development Contractors and related content is not permitted. The materials shall only reference the Contractor's own offerings, and must not reference, refer to, compare, or contrast the Contractor's offering with any other offerings.

## C.4 TASKS AND DELIVERABLES

The Contractor shall be required to provide the Senate Office (with a copy to the COR) of the following deliverables, which include, but are not limited to:

### C.4.1 Project Plan and Weekly Status Reports

The Contractor shall provide the Office POC a Project Plan via email outlining the major milestones of the project. The level of detail in this plan shall be sufficient to make clear to the Office the deadlines of the Contractor, as well as those of the Office, and the tasks each are responsible for and deadlines for completion of those tasks (see Section C.3.3.2).

The Contractor shall submit a Weekly Status Report via email to the Office POC (see Section C.3.3.3).

### C.4.2 Design Mockups

The Contractor shall provide design mockups (see *Attachment J-001-B Senate Web Design Guide*). The Contractor shall submit these documents for the Office POC's approval prior to initiating design-dependent tasks of the project.

### C.4.3 Site Design and Development Documents/Tasks

Specific details of a Senate Office's desired website design shall be listed in an individual TOPR. Please refer to *Attachment J-003 Sample Task Order Proposal Request (TOPR)*, for an overview of the types

of website features commonly considered by Senate Offices. Please refer to *Attachment J-001-B Senate Web Design Guide* for additional details regarding design-related tasks.

#### **C.4.4 Training**

The Contractor shall provide the Training required for designated Senate Office staff to use, implement and maintain the website (see Section C.3.9).

#### **C.4.5 Test Plan(s)**

The Contractor shall develop specific Test Plans for use during website testing phases. The Contractor shall utilize these Test Plans during each testing phase and provide the Test Plans and results to the Office POC (with a copy to the COR) for review and approval, as specified in *Attachment J-002 Website Testing and Quality Assurance Requirements*.

#### **C.4.6 Documentation**

The Contractor shall provide electronic versions of all Documentation needed to use, implement, and maintain the website (see Section C.3.9).

#### **C.4.7 Website Maintenance and End-user Support**

The Contractor shall offer Website Maintenance and End-user Support. When Website Maintenance and End-user Support services have been purchased by the Senate Office, the Contractor shall provide a Monthly Report to the Office POC, with a copy to the COR (see Section C.3.6.6).

#### **C.4.8 Task Order Status Notifications**

Following the Senate Office's written Acceptance of the website, the Contractor shall notify the Office POC in writing of the date that Website Exception Period ends (see *Attachment J-002 Website Testing and Quality Assurance Requirements*), upon which charges for Website Maintenance and End-user Support (purchased by the Senate Office) shall begin the following day. The SAA recommends issuing a Task Order for Website Maintenance and End-user Support services to complete any further changes.

In order to provide the Senate Office with sufficient time to purchase additional or extend any existing Website Maintenance and End-user Support services, the Contractor shall notify the Office POC in writing:

- a. when a Task Order period of performance (POP) for Website Maintenance and End-user Support has thirty (30) calendar days remaining; or,
- b. when 75% of the funds for the Task Order for Website Maintenance and End-user Support have been expended (see Section H.17).

#### **C.4.9 Reports**

##### **C.4.9.1 Weekly Status Report**

The Contractor shall submit a Weekly Status Report to the Senate Office POC and copy the COR (see Section C.3.3.3).

#### C.4.9.2 Monthly Report

For Senate Offices that have purchased Website Maintenance and End-user Support, the Contractor shall prepare and submit a report (see Section C.3.6.6) to the Senate Office POC that provides the information below:

- a. total number of Support hours used in the reporting period (in 15-minute increments);
- b. date(s) the hours were utilized;
- c. description, broken down by hour(s), of the task(s)/service(s) provided; and
- d. the number of Support hours remaining.

This report shall be provided even if the Senate Office does not use any Website Maintenance and End-user Support hours for a particular month.

### **SECTION D - PACKAGING AND MARKING**

#### **D.1 MARKING OF REPORTS**

All information submitted, including but not limited to, forms, reports, or data to the Contracting Officer COR, or Senate Office POC, as directed by the Task Order, shall be prepared for shipment in accordance with best commercial practices; and must clearly indicate the Contract number for which the information is being submitted. Technical data ordered by the Senate must be packaged, packed, and marked in accordance with the best commercial practices. Costs are the responsibility of the Contractor.

#### **D.2 PACKING AND PACKAGING**

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with best commercial practices and adequate to ensure acceptance by common carrier and safe arrival at the destination. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

#### **D.3 SHIPPING AND DELIVERIES**

D.3.1 Deliveries will be made to the Senate, F.O.B. Destination, and subject to Senate security procedures. The security procedures are subject to change as the situation warrants and may entail the inspection of packages and/or off-site inspection of delivery vehicles, see *Section J, Attachment J-008 Senate Delivery Procedures*.

D.3.2 The term "F.O.B. Destination," means supplies shall be delivered to the destination specified by the Senate at the expense of the Contractor. The Senate will not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery of the supplies to the destination, unless such charges are caused by an act or order of the Senate acting in its contractual capacity.

D.3.3 The Contractor is responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 DEFINITIONS**

E.1.1 "Services" includes services, workmanship, and documentation furnished or utilized in the performance of services, and records and information from the Contractor relating to contract administration functions.

E.1.2 "Acceptance" means the act of the Contracting Officer or other authorized representative of the Senate (e.g., COR or Senate Office POC), by which the Senate assumes for itself, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract.

E.1.3 "Correction" means the elimination of a defect by the Contractor.

E.1.4 "Defect," is a website malfunction in which the entire website or parts/components of the website, are not functioning properly due to programmer error, improper installation or configuration of a website component, or the result of changes made directly or indirectly to the website by the Contractor.

E.1.5 "Website Maintenance and End-user Support" means the Contractor's services that provide assistance with Senate Office users' website questions and problems, as well as requests for help with minor website updates/revisions.

E.1.6 "Website Failure Downtime" means any period of time in which the Senate Office's website is not fully operable due to intermittent or consistent failure so that any component or portion of the website cannot be used, or that those components or portions of the website do not operate in accordance with the specifications in the Task Order.

E.1.7 "Post Launch Emergency Support" is support authorized to resolve those website performance issues that arise from unforeseen external conditions and that require immediate attention of the Contractor outside of Senate business hours. The invocation of Post-Launch Emergency Support will be at the discretion of the SAA, to be communicated to the Contractor by the COR.

### **E.2 INSPECTION - GENERAL REQUIREMENTS**

E.2.1 The SAA shall have the right with reasonable advance notice to send its representative into areas assigned for the Contractor employees' use at any time for inspection or other purposes approved by the Contracting Officer.

E.2.2 All Senate facilities utilized by the Contractor in performance of work under this Contract shall be subject to inspection by SAA officials.

E.2.3 The Senate shall permit access and provide the necessary means to do so for all services provided by the Contractor under this Contract.

### **E.3 INSPECTION OF GOODS/SERVICES**

E.3.1 The SAA has the right to inspect and evaluate all goods and services provided or performed under this Contract at all reasonable times and in a manner that will not unduly delay the work.

E.3.2 If any of the goods or services provided or performed are found not to conform with Contract requirements, the SAA may require the Contractor to provide a correction or to re-perform the services again in conformity with Contract requirements, at no increase in Contract or Task Order amount. The goods and services offered the Senate must, at a minimum, include the technical features and functionality certified by the Contractor and such portions or elements of the Contractor's proposal as incorporated into the Contract or Task Order.

## **E.4 RESPONSIBILITY FOR INSPECTION AND ACCEPTANCE**

### **E.4.1 Website Acceptance**

The Contractor may present the website to the Senate Office POC for written acceptance, in accordance with the provisions *Attachment J-002 Website Testing and Quality Assurance Requirements*. Exit from Post-Production Monitoring Period. Acceptance obtained from the Senate Office POC (“Acceptance”) shall constitute the Senate Office’s acceptance of the website as complete and operational, as specified in the Task Order.

E.4.1.1 Once the website has been accepted, the Exception Period shall commence, see *Attachment J-002 Website Testing and Quality Assurance Requirements*, and the Contractor shall promptly respond to all Warranty claims by the Senate Office.

Acceptance does not waive the Senate's rights nor is Acceptance conclusive with regard to latent product defects or those defects made manifest only through the extended use of the product.

E.4.1.2 Acceptance will be made by the Senate Office POC; rejections, if necessary, will be made by the Contracting Officer.

### **E.4.2 Website Non-Acceptance**

E.4.2.1 The Senate Office may choose not to accept a deliverable or website designed by the Contractor. The Contractor shall be responsible for addressing deficiencies noted by the Office in accordance with this section. The Office will provide the Contractor with a list of website items that are not functioning as specified. The Contractor shall provide a response within three (3) business days that itemizes the steps that the Contractor shall take to fix and/or replace any defective part or parts of the website, at its own expense (including the entire website, if necessary).

E.4.2.2 In the event the Senate Office permits the Contractor to cure the default and remediate its performance, the Contractor shall not remove the rejected website until the Contractor has installed a suitable replacement website, which functions in accordance with the Task Order specifications. However, the Contractor will remove the rejected website upon written request of the Office.

E.4.2.3 If a deliverable or website is not remedied by the Contractor at the satisfaction of the Office, the Office may, at its discretion, reject the deliverable or website and may seek to terminate the Task Order. In the event of termination, the Contractor shall return all payments and assumes liability, if any, up to and at the time of rejection (see Sections I.20 and I.21). Rejection releases the Senate Office from obligation to make all future payments.

The omission of an explicit description of a particular task does not relieve the Contractor of the responsibility of completing all tasks required to successfully implement the website in the Senate Office environment.

### **E.5 CLIN Performance**

Under this Contract, performance of a CLIN shall be considered to have occurred as follows:

- a. IDIQ – delivery of products or services by the Contractor and acceptance by the Senate;
- b. Fixed Price – the end of each calendar month for the period of performance; and
- c. Fixed Price Labor Hour – the end of each calendar month in which work was performed.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 DELIVERABLE ITEMS**

The Contractor shall complete all work hereunder in accordance with the Contract or applicable Task Order, including delivery of all goods and services, effective from the date of the Contract and/or notice to proceed.

### **F.2 PLACE OF PERFORMANCE**

All work to be completed under this Contract shall be at the Contractor's site(s), Senate facilities, and designated locations as specified in Task Orders issued under this Contract, unless written authorization is obtained in advance from the Contracting Officer. The Contractor must be staffed with qualified personnel sufficient to handle multiple concurrent requests for assistance.

F.2.1 The location of any Contractor (or Subcontractor) must have a Contractor-secured, dedicated computer system. The Contractor is responsible for ensuring Subcontractor equipment meets all security requirements of the Contract applicable to Contractor.

The Senate or its designee reserves the right to audit the Contractor's sites, including home offices and Subcontractor offices. The Contractor must resolve any deficiencies within seven (7) days and report back to the SAA documenting how the deficiencies were resolved.

F.2.2 The contractor will only access Senate servers, networks, and systems using Senate provided equipment and using approved Senate VPNs. Failure to do so, will be considered a security violation.

### **F.3 SENATE FURNISHED PROPERTY**

The SAA shall furnish to Contractor personnel the equipment and supplies that the Senate determines are required for the performance of this Contract. In accordance with Section F.2.2, Contractor personnel shall access Senate servers, networks, and systems only using Senate provided equipment and approved Senate VPNs.

Furnished equipment and supplies may include:

- a. Laptop personal computer
- b. Senate network access device(s)

- c. Mobile phone with long distance capability
- d. Equipment described in task order issued under this Contract, if any.

The Contractor shall provide all necessary resources not furnished by the SAA. SAA furnished supplies or equipment will be used only for the performance of this Contract. The Contractor shall be responsible for and shall maintain accurate records of all items provided by the SAA.

#### **F.4 PROGRAM REVIEW MEETINGS**

F.4.1 Unless otherwise required by Task Orders, program review meetings may be conducted between the Contractor and the COR to review and discuss the status of all Contract requirements and the Contractor's progress performing Task Orders or providing services under the Contract.

F.4.2 The program review meeting will be attended by the appropriate Contractor personnel. Contractor representation must include at least one individual from the Contractor's corporate organization and management personnel, as appropriate.

F.4.3 The Contractor shall also be required to attend meetings as requested by COR with various personnel of the Senate.

#### **F.5 DELAY IN PERFORMANCE**

F.5.1 The Senate reserves the right to delay the delivery and installation date of any order by up to sixty calendar days at no additional cost, so long as the delay notification is received by the Contractor at least one calendar day before the scheduled delivery. Any delay exceeding sixty (60) calendar days shall be mutually agreed upon between the Contractor and the COR.

F.5.2 In the event the Contractor encounters difficulty in meeting the performance of the Contract technical requirements, or when it anticipates difficulty in complying with the Contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall promptly notify the COR by telephone or e-mail, or in the COR's absence, the Alternate COR or Contracting Officer. If the COR determines that the difficulty, anticipated difficulty, or potential difficulty in meeting performance requirements is significant in nature, the COR shall immediately notify the Contracting Officer and require the Contractor to follow up in writing, giving pertinent details, provided, however, that this data shall be informational only in character. This provision shall not be construed as a waiver by the Senate of any delivery schedule or date, or any rights provided under this Contract.

F.5.3 The Contractor shall take whatever actions are necessary to ensure continuous provision of products or services specified in this Contract.

F.5.4 The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God or the public enemy, and acts of the Government in either its sovereign or contractual capacity.

F.5.5 If in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule for a task order, the Contractor shall take such steps as may be necessary to improve progress, and the

Contracting Officer may require overtime operations or increased days of work, all without additional costs to the Senate.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACT ADMINISTRATION**

Administration of this Contract will be performed by the SAA Contracting Officer or the Contracting Officer’s delegates. The Contracting Officer is authorized to make contractual modifications and render contractual decisions, including but not limited to, changes in the scope of work and monetary additions or deletions, subject to the United States Senate authority delegated to them. No changes shall be effective without a modification of the Contract. All communications pertaining to contractual and/or administrative matters under this Contract shall be addressed to:

David W. Baker  
Contracting Officer  
Office of the Sergeant at Arms  
United States Senate  
U.S. Capitol Building, S-151  
Washington, DC 20510-7207

Email: acquisitions@saa.senate.gov  
Telephone Number: (202) 224-2547

**G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)**

G.2.1 The Contracting Officer will designate a COR who will be responsible for providing technical direction and control during performance of the Contract. All communications pertaining to contractual, administrative, or technical matters under this Contract shall be addressed to the COR.

The contact information for the COR for this Contract is below:

<b>Name/Title</b>	<b>Phone</b>	<b>Email</b>
[To be added after contract award]	[To be added after contract award]	[To be added after contract award]

Additionally, the COR may inspect, accept or reject all work performed and resolve day to day matters directly with the Contractor.

**G.3 SENATE OFFICE POINT OF CONTACT**

Each Senate Office will designate a Senate Office POC who will be responsible for oversight of the Contractor’s performance for any Task Orders that are awarded to the Contractor by that Office. As designated by the Senate Office and described more fully in Section C, the Senate Office POC is responsible for:

- a. Providing technical direction to the Contractor(s) within the constraints of the SOW;
- b. Monitoring and overseeing the daily performance of the Contractor;
- c. Realigning Contractor resources to fulfill contract requirements, within contractual limits;
- d. Authorizing all invoices for payment; and,
- e. Performing final inspection and acceptance of all deliverables including reports and invoices.

If invoices are not acceptable for certification, the COR shall be notified in writing with the detailed reason for rejection.

#### **G.4 IDENTIFICATION OF CORRESPONDENCE**

All correspondence and data submitted by the Contractor under this Contract shall reference the contract number and task order, when applicable.

#### **G.5 SUBMISSION OF INVOICES AND PAYMENT SCHEDULE**

The Senate shall pay the Contractor within a reasonable time, but not later than sixty (60) calendar days after receipt of proper invoices approved by the Contracting Officer or their designee.

##### **G.5.1 Invoices for New or Redesigned Websites**

G.5.1.1 The Contractor shall invoice monthly, in arrears, up to 75% of the Task Order value for Website Design and Development. The remaining hours worked shall be invoiced upon the Senate Office's written Acceptance of the website.

G.5.1.2 The Contractor shall also provide a breakdown of the hours worked, and if applicable, the percentage of the work completed versus the Project Plan, for use by the United States Senate in reconciling and verifying invoices for payment.

G.5.1.3 Charges for Website Maintenance and End-user Support, when purchased by the Senate Office, shall begin the day after the last day of the Exception Period, and shall be invoiced monthly, in arrears (see Section C.4.8).

##### **G.5.2 Invoices for Substantive Website Revisions**

G.5.2.1 The Contractor shall invoice monthly, in arrears, up to 75% of the Task Order value for Substantive Website Revisions. The remaining hours worked shall be invoiced upon the Senate Office's written Acceptance of the website revisions (see Section E.4).

##### **G.5.3 Invoices for Existing Websites**

G.5.3.1 The Contractor shall invoice monthly, in arrears, for Website Maintenance and End-user Support, as well as for Extended Website Maintenance (when purchased by the Senate Office).

G.5.3.2 Charges for Training shall be invoiced in arrears, as the services are provided.

##### **G.5.4 Submission of Invoices**

G.5.4.1 The Contractor shall email invoice(s) in PDF format to AP@saa.senate.gov after acceptance of deliverables by the Contracting Officer or the Officer's designee. Do not email invoices to the Contracting Officer, the Contracting Officer's Representative, or include the invoices with physical deliveries. Contractor questions regarding payment status shall be directed to the email address above.

G.5.4.2 The SAA shall make payment to the Contractor after receipt and acceptance of invoices

and approval by the Contracting Officer or the Officer's designee. The SAA is not bound to the payment due dates on the vendor's invoice and will pay within a reasonable time. The SAA does not pay state and local sales taxes, late payment fees, interest, penalties, or equivalent charges. All Contractor Specific Terms requiring the U.S. Senate to pay any future fees, charges, or penalties are hereby rejected. The SAA is not subject to the Prompt Payment Act, 31 U.S.C. § 3901 et. seq.

G.5.4.3 The invoice shall contain at a minimum: the company letterhead with name, address, telephone number, remittance address, Accounts Receivable department email address, invoice number, billing date, account number, amount due, purchase order number and line number; a description of the product and / or service including quantity and unit cost with reference to the purchase order line number; and period of performance for services rendered. The invoice line numbers and descriptions must match the purchase order. Invoices must be submitted monthly or as specified in the purchase order or contract.

G.5.4.4 For Labor-Hour and Time and Material contracts and task orders, the Contractor shall provide, at a minimum, an invoice that reflects a breakdown by task, hourly rate, hours worked and billed, and other direct costs. The invoice shall match individual reports submitted to the SAA for use by the Contracting Officer's Representative in reconciling and verifying invoices for payment.

G.5.4.5 The Contractor shall not invoice, nor will the Senate pay, for products or services not listed in Section B and Section C herein or contained in a properly issued Task Order.

G.5.4.6 When Website Maintenance and End-user Support services have been purchased by the Senate Office, and the Contractor is invoicing for hours worked, the Contractor shall include the additional information below with the invoice:

- a. total number of Support hours used in the reporting period (in 15-minute increments);
- b. the total amount invoiced for those Support hours;
- c. the date(s) the hours were utilized;
- d. a description of the task(s)/service(s) provided;
- e. the amount and Support hours charged for each task(s)/service(s) performed; and,
- f. the number of unused Support hours remaining.

G.5.4.7 Electronic invoices for payment must be submitted as a non-editable, searchable Portable Document Format (PDF) file. The Contractor shall ensure invoices are submitted in the correct format, are legible, and contain the required information. Invoices are subject to acceptance and will be rejected and returned to the Contractor for correction if in error or incomplete. Invoices shall be emailed to AP@saa.senate.gov. The subject line of the email must contain the vendor name, purchase order number, and invoice number.

G.5.4.8 Payments are made by direct deposit. Contractor shall contact the Senate Disbursing Office (Vendor\_Requests@Disbursing.Senate.gov) to enroll in the direct deposit payment service. Contractor shall provide the Disbursing Office with a current IRS Form W-9 and signed direct deposit authorization form with banking information. If Contractor does not support direct deposit, Contractor shall allow an additional two-to-four weeks for check payments mailed through the United States Postal Service (USPS).

## **G.6 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT**

G.6.1 The Senate Disbursing Office may elect to send the Contractor a Payee/Company Information Form to be completed and signed by the appropriate company official.

G.6.2 The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfers. The Contractor shall pay all fees and charges for receipt and processing of transfers.

G.6.3 If an uncompleted or erroneous transfer occurs because the Senate failed to use the Contractor provided EFT information in the correct manner, the Senate remains responsible for (i) making a correct Payment, and (ii) recovering any erroneously directed funds. If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incomplete at the time of Senate release of the EFT payment transaction instruction to the Federal Reserve System, and

- a. if the funds are no longer under the control of the payment office, the Senate is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or,
- b. if the funds remain under the control of the payment office, the Senate retains the right to either make payment by mail or suspend the payment until EFT payment transaction instruction is received.

G.6.4 The Contractor agrees that the Contractor or its financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Contractor agrees that the information provided by the agent to the SAA is deemed to be correct information as if it were provided by the Contractor.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ORDER OF PRECEDENCE**

Any inconsistencies in this Contract shall be resolved by giving precedence in the following order:

1. The terms and conditions of this Contract;
2. The schedule of supplies/services in the Contract;
3. The SOW specified in any Task Orders issued hereunder;
4. The Assignment, Disputes, Payments, and Invoice paragraphs;
5. Addenda to this Contract, including any license agreements for computer software; and,
6. Other documents, exhibits, and attachments to the Contract or Task Order including but not limited to the Contractor's proposal or quote.

### **H.2 INTERPRETATION OF CONTRACT REQUIREMENTS**

No interpretation of any provision of this Contract, including applicable specifications, shall be binding on the SAA or Senate unless furnished or agreed to in writing by the Contracting Officer or their designated representative.

### **H.3 KEY AND OTHER PERSONNEL**

H.3.1 The Contracting Officer may designate certain key persons (“Key Personnel”) for purposes of any Task Order issued hereunder. Key Personnel may not be changed or reassigned during the first ninety (90) calendar days of performance on a Task Order without the prior written approval of the Contracting Officer or COR, which shall not be unreasonably withheld.

H.3.2 During the term of this Contract, key personnel substitutions shall not be permitted unless such substitutions are necessitated by an individual's sudden illness, personal hardship, death, or termination of employment or if requested by the Contracting Officer or COR. In any of these events, Contractor shall promptly notify the Contracting Officer and provide the information required in paragraph H.3.3.

H.3.3 All proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or designee will evaluate such requests and will notify the Contractor of the SAA's approval or disapproval thereof on substitutions within twenty (20) business days.

H.3.4 The Contracting Officer reserves the right to approve or disapprove the assignments of all personnel assigned to the performance of this Contract or any Task Order issued hereunder.

## **H.4 SECURITY**

### **H.4.1 Cybersecurity Standard Operating Procedures**

H.4.1.1 The Contractor shall comply with the latest version of U.S. Sergeant at Arms Standard Operating Procedures (“SOPS”) for Cybersecurity (*see Attachment J-005 U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity*).

### **H.4.2 Network Data and Information Security**

H.4.2.1 Contractor shall use all appropriate care, in accordance with U.S. Sergeant at Arms SOPS for Cybersecurity for maintaining the integrity of the Senate network when Contractor personnel have network access either local or remote. Senate information is confidential material and must be protected, in accordance with Cybersecurity Responsibilities Acknowledgement, from loss disclosure and electronic penetration.

H.4.2.2 Cybersecurity scan data results will be sent to Contractors for remediation. Patch times should align with the US Cybersecurity and Infrastructure Agency (CISA) recommended remediation times, or as prescribed by the U.S. Sergeant at Arms SOPS for Cybersecurity.

### **H.4.3 Personnel Security**

This clause is only applicable to contracts with personnel who meet the following criteria:

- a. have been or will be issued a Senate ID badge ordered by the SAA to allow for unescorted access to Senate buildings.
- b. will conduct work that requires access to the Senate network; or

- c. have been or will be issued an SAA device, including laptops, tablets, or mobile phones.

H.4.3.1 Contractor personnel are required to be citizens of the United States of America (“U.S.”) or meet the eligibility requirements for Government of the United States employee compensation as specified in Public Law 111-117, Section 704.

H.4.3.2 The United States Capitol Police (“USCP”), on behalf of the Senate, shall conduct background checks for all Contractor personnel that require unescorted access to Senate buildings or access to the Senate network and/or systems. Individual Contractor personnel shall provide (on forms to be provided by the Senate) all of the following information to the Contracting Officer or his/her designee for each of the Contractor personnel that require background checks:

- a. U.S. Senate Contractor Background Information Questionnaire
- b. Non-Disclosure Certification Form
- c. Software and Security Certification Form
- d. U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity (latest version) Cybersecurity Responsibilities Acknowledgement

The individual Contractor personnel shall also provide all of the following information to the USCP or his/her designee, as required:

- a. USCP Form CP-491 Request for Check for Criminal History Records
- b. Certification of eligibility to work in the United States
- c. FD-258 Fingerprinting Card (if applicant is outside of Washington Metropolitan area)

This information shall be provided to the Contracting Officer or his/her designee at least two weeks prior to assigning personnel to work under this Contract. Upon notification, Contractor personnel located within the Washington Metropolitan area shall promptly report to the USCP Fairchild Building for fingerprinting. Contractor personnel located outside of the Washington Metropolitan area shall proceed to their local law enforcement agency for fingerprinting.

H.4.3.3 Contractor personnel that require background checks shall not commence work on this Contract until such time as the Contractor is notified, in writing, by the Contracting Officer or their designee that an individual's background check has been completed and approved or that a temporary waiver has been granted until such time as the background check is completed. Such notification shall be made by the SAA as expeditiously as practicable following the submission of all the documentation specified in

H.4.3.2 above. Contractor personnel that do not require unescorted access to Senate buildings or access to the Senate network and/or systems may perform work upon the Contract commencement date.

H.4.3.4 The Contractor shall immediately inform the SAA when there is a change in the eligibility status to work in the U.S. of any Contractor personnel performing under this Contract. The Contractor shall immediately remove any Contractor personnel when information is obtained that makes the Contractor believe that person has ceased to be a responsible individual and should no longer work under this Contract.

H.4.3.5 The Contractor is responsible for duly informing their contractor personnel of the reporting requirement as specified in H.4.3.5.1 below.

H.4.3.5.1 Contractor personnel who were notified that their background check was completed or approved must inform SAA Human Resources if they were arrested by law enforcement, convicted of violating a criminal statute (including pleas of guilty and nolo contendere) or issued an arrest warrant during the duration of their contract or agreement within two (2) business days of the arrest or conviction. Under no circumstances may an individual be authorized to use or attempt to use the fact of their connection with the Senate as a means of escaping criminal arrest, prosecution, or liability (including for traffic violations). Contractor personnel must disclose this information to SAA Human Resources directly via email at [SAAbackgrounds@saa.senate.gov](mailto:SAAbackgrounds@saa.senate.gov).

H.4.3.6 Contractor personnel must complete background checks prior to their initial contract or agreement term and prior to each time their contract or agreement renews (excluding when an option period is exercised), regardless of the awardee.

H.4.3.7 Contractor personnel must complete a background check if their employer assigns them to a different Senate contract.

H.4.3.8 Contractor personnel must complete a background check if they previously left the contract and then return to the same active contract.

H.4.3.9 At a minimum, contractor personnel must complete a background check every six (6) years.

H.4.3.10 The Contractor shall incorporate the terms of this Section in any agreement with subcontractors, third-party partners, and suppliers furnishing supplies or services under this Contract.

## **H.5 DELEGATION OF AUTHORITY**

The Contractor may delegate to its subcontractors, representatives, or agents' authority in the performance of this Contract. Such delegation does not absolve the Contractor of accountability for performance of the Contract. All delegations of authority by the Contractor to fulfill the obligations of this Contract will be made in writing to the Contracting Officer. Contractor shall ensure that all Contract terms and conditions flow down to delegated subcontractors, representatives, or agents in performance of the Contract.

## **H.6 MODIFICATIONS AND ADDITIONS/ADJUSTMENTS**

Administrative changes, e.g. address corrections, are approved by the Contracting Officer. All other changes, modifications, additions, or deletions, which change the scope of this Contract, must be prepared in writing as formal modifications signed by both parties. Modifications may be subject to approval by the Committee on Rules and Administration, pursuant to the Senate Procurement Regulations.

## **H.7 SEVERABILITY**

If any portion of this Contract is determined to be either contrary to law or otherwise unenforceable, then that provision will be deemed to be omitted from the Contract, but only to the extent necessary to relieve the deficiency. All other provisions of the Contract, including such portions of the omitted clause as are not determined to be contrary to law or unenforceable, will remain in full force and effect.

## **H.8 TECHNOLOGY UPGRADES**

During the life of this Contract, the Senate may, at its option, permit the Contractor to substitute as orderable items, technologically advanced goods and services which become commercially available after the date of Contract award, provided that any substitute items are at least technically equal to the items replaced. Recommended technology upgrades must be proposed by the Contractor in written proposal form and acceptance by the Senate in writing of the Contractor's recommendations will be evidenced by issuance of a contract modification authorizing such technology upgrade.

## **H.9 EXERCISE OF OPTIONS**

After the base term, this Contract is renewable in one-year increments, at the discretion of the Senate, for up to five (5) one-year renewal periods, at prices specified in Section B.7.1. The Contracting Officer may extend the term of this Contract by written notice to the Contractor during the period of performance of this Contract; provided that the SAA gives the Contractor a preliminary written notice of its intent to extend at any time before the order expires. The preliminary notice does not commit the SAA to an extension. The SAA reserves the right to issue solicitations for similar products or services offered under this Contract prior to the expiration of this Contract.

## **H.10 SENATE IDENTIFICATION BADGES**

The Contractor will work with the COR in obtaining identification/access badges if the Senate determines that an employee requires a badge. The Contractor shall see that each on-site employee has a United States Senate identification/access badge if necessary. In all cases, Contractor employees must comply with Senate procedures for building access.

## **H.11 INCORPORATION OF CONTRACTOR'S PROPOSALS**

The Contractor's proposal submitted in response to the Solicitation which resulted in the award of this Contract will be incorporated into and made a part of the Contract.

## **H.12 SENATE FURNISHED EQUIPMENT/CONTRACTOR FURNISHED EQUIPMENT**

### **H.12.1 Definitions**

The term "Senate-furnished Equipment" ("SFE") – means equipment in the possession of the Senate or directly acquired by the Senate, which is subsequently provided to the Contractor to use during the course of the Contract.

The term “Contractor-furnished-Equipment” (“CFE”) means equipment acquired by a private procurement agent using Senate funds. CFE is acquired by or otherwise provided to a Contractor for performing a contract. The Senate has title to the said equipment.

The term “Senate Equipment” means all equipment owned by or leased to the Senate or acquired by the Senate under the terms of a contract. Senate Equipment includes both SFE and CFE.

The term “Custodial Records” means written or electronic memoranda of any kind used to control and track Senate equipment.

### **H.12.2 Contractor Responsibility**

H.12.2.1 The Contractor shall be directly responsible and accountable for all Senate equipment issued to the Contractor, including Senate Equipment in the possession or control of a Subcontractor. The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Senate equipment. This equipment control system shall be in writing or maintained in electronic format unless the Contracting Officer determines that maintaining such a formal system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the Contracting Officer.

H.12.2.2 The Contractor shall maintain and make available the records for all Senate Equipment for review by the Senate during the term of this Contract. The Contractor shall furnish all necessary data to substantiate any request for relief from this responsibility.

H.12.2.3 The Contractor shall be responsible for the control of Senate Equipment upon:

- a. Delivery of Senate Equipment into its custody or control;
- b. Delivery when equipment is purchased by the Contractor as CFE and a task order calls for reimbursement by the Senate. (This requirement does not alter or modify contractual requirements relating to passage of title);
- c. Approval of Contractor's claim for reimbursement by the Senate;
- d. Equipment withdrawn from Contractor-owned stores and charged directly to the Contract;
- e. Acceptance of title by the Senate when title is acquired pursuant to specific Contract clauses or as a result of change orders or Contract termination; or
- f. Acceptance by the Senate when a product was constructed or fabricated by the Contractor.

### **H.12.3 Subcontractor Responsibility**

The Contractor shall require Subcontractors to comply with the requirements of Section H if provided Senate Equipment under the Contract. Procedures for assuring subcontractor compliance shall be included in the Contractor's equipment control system.

### **H.12.4 Responsibility for Maintaining Records**

H.12.4.1 The Contractor shall maintain records for Senate Equipment which shall include but not be limited to:

- a. Maintaining supporting documents in accordance with Section H.12.4.5;

- b. Preserving a proper audit trail on all Senate Equipment in its possession; and
- c. Ensuring that the status of the Senate Equipment in its possession is correctly specified.

H.12.4.2 Equipment records must identify all Senate Equipment and provide a complete, current, auditable record of all transactions involving Senate Equipment. The records shall be safeguarded from tampering or destruction. Records shall be accessible to the Contracting Officer.

H.12.4.3 The Contractor's equipment control system shall contain a system or technique to locate any item of Senate Equipment within a reasonable period of time.

H.12.4.4 The Contractor shall be required to place Senate Equipment tags which will be furnished by the Senate on all accountable CFE as soon as the Equipment is accepted on behalf of the Senate.

H.12.4.5 The Contractor's equipment control records shall provide the following basic information for every item of Senate Equipment in the Contractor's possession, regardless of value.

- a. the name, description, and National Stock Number if furnished by the Senate or available in the equipment control system;
- b. the quantity received or fabricated, issued, and on hand;
- c. the unit price and the unit of measure to include all costs required to place the item into service
- d. the contract number or equivalent code designation;
- e. the location;
- f. the disposition;
- g. the posting reference and date of transaction;
- h. the acquisition date; and
- i. the barcode tag number.

## **H.13 INTELLECTUAL PROPERTY RIGHTS**

The SAA shall have unlimited, royalty free, rights in all data and products produced in the performance of this Contract, and in all products and data delivered under this Contract (except for restricted computer software) including software, technical data, manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use. The term "Software," as used in this Section, means computer programs, computer databases, and documentation thereof. The term also includes data identifying its source, functional characteristics, and performance characteristics, and specifically includes the source code, algorithm, processes, formulae, and flow charts of the software. The Contractor agrees that all intellectual and data rights in the software shall become the exclusive property of the Senate. The Contractor agrees to transfer all rights, title, and interest in the software to the Senate. With respect to manuals concerning pre-existing Contractor products, the SAA shall have an unlimited license to use copies of these manuals.

If the Contractor creates for the SAA any software ("Developed Software") as specified in the Contract, all the Contractor's services shall be considered work for hire and the SAA shall have all rights of ownership in the Developed Software. The SAA shall have a non-exclusive right to use any software received from the Contractor to the extent embedded in the Developed Software. The Contractor shall

have no rights in Developed Software except as mutually agreed to in advance in writing by the parties.

The Contractor grants to the SAA a non-exclusive, perpetual, non-transferable royalty free license to use the ideas, know-how, or techniques, which may be used or provided by the Contractor as a result of performing the Statement of Work, including any enhancements made to the Contractor's software source code or to the documentation. Intellectual property rights shall convey to the SAA upon full payment for all products and data delivered under this Contract.

#### **H.14 RESTRICTED RIGHTS SOFTWARE**

Contractor's commercial software and commercial computer software documentation are provided to the SAA in accordance with the terms of the Contractor's written software license that is provided with the Contractor's or third-party hardware purchased by Contractor for the SAA under this Contract. The Contractor represents and warrants that commercial software or computer documentation was developed at private expense and contain confidential information or trade secrets of the Contractor or its suppliers and licensors.

#### **H.15 LIABILITY**

##### **H.15.1 Workers' compensation and employer's liability**

The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

##### **H.15.2 General liability**

- a. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- b. Property damage liability insurance shall be required only in special circumstances as determined by the Senate's Contracting Officer.
- c. Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d. Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

#### **H.16 EMERGENCY SUPPORT**

H.16.1 In the event of an emergency or crisis, as officially declared by the United States Senate,

the Contractor may be required to perform the contracted services under the following circumstances:

- a. outside of normal business hours;
- b. while the normal operations of the Senate are disrupted;
- c. while Senate facilities are closed, or at alternative locations not designated under the Contract.

H.16.1.1 Upon notification from the Contracting Officer or the COR, Contractor personnel shall provide such services according to the manner and method directed by the notification.

H.16.1.2 Should such services be required by the Senate, the Contractor shall be entitled to reimbursement for reasonable increases in costs and schedule for performance actually incurred. The Contractor at the time it seeks reimbursement of these increased costs shall explain in detail nature of these increases. The COR shall have the right to request additional information about the increases.

H.16.2 Any notification as described in Section H.17 may be for an amount less than or equal to \$100,000 unless authorization to exceed \$100,000 is provided in writing by the Contracting Officer.

## **H.17 LIMITATIONS OF FUNDS**

The Senate may allot funds incrementally to a task order up to the full task order value. The Contractor shall notify the Contracting Officer or his or her designee in writing whenever it has reason to believe that the costs it expects to incur under a task order in the next sixty (60) calendar days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total funding amount so far allotted to any task order issued under the Contract by the Senate.

## **H.18 INFORMATION TECHNOLOGY SECURITY**

The Contractor shall comply with *Attachment J-005 U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity* and all references therein.

### **H.18.1 Network Security**

Senate correspondence is privileged material and must be protected from unauthorized disclosure. The Contractor shall maintain appropriate care for maintaining the integrity of the information traversing the Senate network when Contractor personnel have network access, either local or remote.

#### **H.18.1.1 Transmission Security**

All critical communications between internal Senate nodes must traverse across networks that are directly monitored and supported by the Network Operations Center (“NOC”). This includes all Washington DC office LANs, state office LANs, the Senate Backbone and the frame relay network. Although the NOC does support Internet connectivity for Senate clients, this is not considered a “production-type” environment suitable for critical Senate network traffic due to the lack of control and/or monitoring capabilities for Internet-based communications. Transferring Senate data across the Internet requires additional security measures. The Contractor shall provide policies, standards, and guidance used for federal agency compliance with FISMA (Federal Information Security Management act of 2002), as listed on <https://src.nist.gov/>. The Contractor shall within 30 days of Contract award provide the COR a copy of its policy for approval. The Contractor shall on an annual basis review, update and submit its policy to the COR for approval.

#### H.18.1.2 Information Security

Senate information is privileged material and must be protected from loss or unauthorized disclosure in accordance with Senate security regulations. The Contractor shall provide policies, standards, and guidance used for federal agency compliance with FISMA (Federal Information Security Management act of 2002), as listed on <https://csrc.nist.gov/>. The Contractor shall within 30 days of Contract award provide the COR a copy of its policy for approval. The Contractor shall on an annual basis review, update and submit its policy to the COR for review.

#### H.18.1.3 Security Reports

The Contractor shall submit to the COR, within thirty (30) calendar days of contract award, Contractor's procedures that assure compliance with the above security requirements. In addition, the Contractor shall provide the COR with any changes as they occur to those procedures over the life of the contract. The COR will provide the Contractor with any changes to Senate procedures. The Contractor shall update its procedures, if required, within thirty (30) calendar days of notification of change of Senate procedures.

#### H.18.1.4 Information Security Awareness Training

As part of the effort to protect the Senate's hardware, network, and data, the U.S. Senate Committee on Rules and Administration (Rules Committee), in coordination with the SAA, implemented the Information Security Awareness Training Program for all network users. The training is required for anyone accessing the Senate network, which includes Senators, permanent and temporary Senate staff, interns, fellows, and contractors.

In accordance with this requirement, all Contractor and Subcontractor personnel that will have access to any computer or mobile device connected to the United States Senate network shall, on an annual basis, complete the required Cybersecurity awareness training.

### **H.19 PERFORMANCE PROVISIONS**

This section establishes a general standard of performance throughout the life of the contract that shall be maintained.

H.19.1 Standard of Performance. It is the intent of this contract that all hardware and software installed and/or maintained and supported under this contract perform in accordance with the manufacturer's specifications. In meeting this objective, the Contractor will consistently, efficiently, and effectively meet all support services specified in the contract.

#### H.19.2 Failure to Meet Standard of Performance

If, in the judgment of the Senate, the Contractor fails to perform in accordance with the contract requirements, the Senate may terminate for cause the entire contract or any goods or services required under the contract. See Section I.21.

- a. Require the Contractor to replace failed equipment or software provided and installed by the Contractor with equal or comparable components at no additional cost to the SAA or Senate;
- b. Require the Contractor to grant a credit to the Senate for invoiced charges associated with unacceptable support service(s); and/or failed hardware or software;

- c. Cancel an order for services with no further obligation to the Senate or the Contractor;
- d. Prohibit the Contractor from marketing, advertising, or promoting their products and/or services to Senate offices;
- e. Prohibit the Contractor from acquiring new or additional Senate office customers;
- f. Issue a show cause notice; or
- g. Terminate for Cause

## **SECTION I - CONTRACT CLAUSES**

Within this section, the term “Contractor Specific Terms” means an End User License Agreement, Terms of Service, Maintenance Agreement, or another similar legal instrument or agreement provided by the Contractor in regard to the provision of supplies or services under this Contract.

### **I.1 CHANGES**

I.1.1 The Contracting Officer may make changes, by modification or change order, within the general scope of this Contract. The Parties may negotiate or agree upon such changes before they are made to this Contract. The Contracting Officer may also make unilateral changes and modify this Contract by issuing a written modification or change order. The Contractor shall assert any claim for equitable adjustment within thirty (30) calendar days of its receipt of the change order.

I.1.2 The Contracting Officer may at any time, by written order, make changes, within the general scope of this Contract, in the manner and method of delivery of services, provided however the changes are within the Contractor's capability and in accordance with U.S. Senate Procurement Regulations. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under Contract, an equitable adjustment shall be made in the Contract or Task Order price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he or she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property.

I.1.3 Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the Contract until changed.

### **I.2 ASSIGNMENT OF CLAIM**

All clauses regarding the Contractor's right to assignment are subject to the Anti- Assignment statutes (31 U.S.C. § 3727, 41 U.S.C. § 6305). All clauses governing the Contractor's assignment in the Contractor Specific Terms are hereby rejected.

### **I.3 DISPUTES**

Clauses in the Contractor Specific Terms referencing disputes, including choice of law and venue, are rejected and not applicable to this Contract. All disputes arising under this Contract, which are not

disposed of by agreement, shall be decided pursuant to the U.S. Senate Procurement Regulations and applicable Federal law. Contractor Specific Terms that allow the Contractor to choose arbitration, mediation, or other forms of alternate dispute resolution are hereby rejected.

#### **I.4 BENEFITS TO MEMBERS OF CONGRESS**

No member of, or delegate to Congress shall be admitted to any share or part of the proceeds of this Contract, or to any direct benefit that may arise thereupon. If this Contract is entered into with a corporation for its general benefit, then members of, or delegates to Congress, as shareholders, may benefit from any indirect benefit that accrues from this Contract in the manner that any shareholder would benefit.

#### **I.5 CONFLICT OF INTEREST**

The Contractor certifies and warrants that the Contractor has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this Contract. If an allegation of a conflict of interest is brought to the attention of the U.S. Senate, the Contractor agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the U.S. Senate any other contract(s) to which the Contractor is party, public or private, or which the Contractor undertakes during the period of this Contract (including contracts entered into during the period of this Contract which includes duties to be fulfilled after the termination of the Contract). No member of or delegate to the United States Congress shall be admitted to any share or part of this Contract or to any benefit that may arise thereupon.

#### **I.6 GRATUITIES**

I.6.1 The SAA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract if it is found after notice and hearing, by the Chairman, U.S. Senate Committee on Rules and Administration or a duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agency or representative of the Contractor, to any employee of the Senate with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or the making of any determination with respect to the performance of such contract; provided, that the existence of the facts upon which the Chairman or a duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

I.6.2 In the event this Contract is terminated as provided in Section I.6.1 above, the SAA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Chairman or a duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in providing any such gratuities, to any other rights and remedies provided by law or under this Contract.

I.6.3 The rights and remedies of the SAA provided in this Section shall not be exclusive and are in addition to any rights and remedies provided by law applicable to this Contract.

## **I.7 ADVERTISING**

Clauses in the Contractor Specific Terms referencing advertising are rejected and not applicable to this Contract. The Contractor shall not refer to its work with the Senate in commercial advertising, promotional materials, or press releases in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Senate or is considered by the Senate to be superior to other goods or services. Without limiting the scope of any provision of the Contract, the Contractor shall not use for promotional purposes any information related to the Contract and shall not disclose any such information to any entity outside the Senate except by express written permission of the Contracting Officer.

The Contractor shall submit any proposed commercial advertising, promotional materials, or press releases referring to its work with this Contract to the Contracting Officer for written approval. The Contractor shall not conduct or contribute to any news releases or press conferences pertaining to this Contract or mention of the Senate as a customer without prior written approval of the Contracting Officer. This clause applies to all media, including corporate and social media web sites. The Contractor shall not use the Seal of the Senate under any circumstances in any of its materials.

The Contractor shall incorporate the terms of this Section in any agreement with third-party partners and suppliers furnishing supplies or services under this Contract.

## **I.8 STANDARDS OF CONDUCT AND RESTRICTIONS**

I.8.1 Contractor employees shall not solicit new business or engage in marketing activities, while performing task assignments related to performance under this Contract.

I.8.2 The Contractor and its employees shall refrain from discussing with unauthorized persons any information obtained in the performance of any task assignment under this Contract.

I.8.3 The Contractor and its employees shall conduct only such business as covered by this Contract during periods paid by the Senate. Business not directly related to this Contract shall not be conducted on Senate premises.

I.8.4 Use of the Senate's computer system(s) and/or equipment for company or personal use (other than that directly connected with this Contract) is strictly prohibited.

I.8.5 Contractor personnel are expected to adhere to the same professional ethical standards to which Senate personnel in a comparable position would be expected to adhere.

## **I.9 EXAMINATION OF RECORDS**

I.9.1 The Contractor agrees that the Chairman of Senate Committee on Rules and Administration or duly authorized representatives shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

I.9.2 The periods of access and examination described in Section I.9.1 above, for records which relate to (1) appeals under the Disputes clause of this Contract, (2) litigation or the settlement of claims arising

out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Chairman or any of a duly authorized representatives shall continue until such appeals, litigation, claims, or exceptions have been finally resolved.

## **I.10 TAXES**

The United States Senate, including the SAA, is tax exempt as a Federal instrumentality and pays no state and local taxes. Except as may be otherwise provided in this Contract, the price is inclusive of all Federal, state, and local taxes and duties.

## **I.11 PRIVACY AND CONFIDENTIALITY**

- a. General. During the course of performance of this Contract, the Contractor may have access to information and communications considered confidential by the Senate. The Contractor shall not disclose to any other person or entity any “Confidential Information” obtained from the Senate or in connection with delivery of the services related to this Contract.
- b. The term “Confidential Information” means (i) all information related to this Contract, the Senate, and all information collected, processed or otherwise accessed by the Contractor in performing under this Contract, and any data or information collected in connection with delivery of the services related to this Contract, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the Senate.
- c. The Contractor shall provide notification of any loss of or unauthorized access to Confidential Information and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information. The Contractor shall (i) notify the COR, the applicable Senate Office, and SAA Security Operations Center (“SOC”), within 24 hours of any suspected or confirmed incident of loss or unauthorized access to Confidential Information and, no later than 72 hours of identifying such incident, describe in reasonable specificity and detail all Confidential Information affected, (ii) take corrective actions to eliminate any further disclosure, and (iii) work with the Senate to investigate the incident and provide an After Action Report documenting the incident, the cause, and steps taken to resolve the matter.
- d. Non-Use and Non-Disclosure of Confidential Information. The Contractor shall not (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the applicable Senate Office. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the applicable Senate Office. In the event that a Contractor receives any legal or investigative process seeking disclosure of Confidential Information, the Contractor shall follow the terms set forth in Section I.12 Senate Data Protection.
- e. Failure to Comply. The Contractor shall preserve the confidentiality of all such information and communications and agrees not to disclose any such Confidential Information for any purposes whatsoever without the prior approval of the applicable Senate Office. Failure to comply with the provisions of this Paragraph may be grounds for Termination for Default. The Contractor is responsible for enforcing these requirements on its third-party partners and suppliers.
- f. Notice. With respect to notification requirements in this Section, the Contractor may contact the Contracting Officer as to how to effectuate notice or obtain authorization from the applicable Senate Office.
- g. The Contractor shall incorporate the terms of this Section in any agreement with third-party

partners, and suppliers furnishing supplies or services under this Contract.

## **I.12 SENATE DATA PROTECTION**

### **a. Definitions.**

1. The term “Agent of the Office of the SAA” in this Section includes a provider of electronic communication service or remote computing service commissioned or used through the Office of the SAA by a Senate office to provide such services to the Senate office, including but not limited to the Contractor, its officers, employees, suppliers, team members, agents, business affiliates, under this Contract;
  2. The term “Electronic Communication” in this Section means any transfer of signs, signals, writing, images, sounds, data, or information of any nature transmitted in whole or in part by wire, radio, electromagnetic, photoelectronic, or photo optical system;
  3. The term “Electronic Communication Service” in this Section means any service which provides to users thereof the ability to send or receive wire, wireless, or electronic communications;
  4. The term “Electronic Communications System” in this Section means any wire, radio, electromagnetic, photo optical or photoelectronic facilities for the transmission of wire, wireless, or electronic communications, and any computer facilities or related electronic equipment for the electronic storage of such communications;
  5. The term “Office of the SAA” in this Section means the Office of the Sergeant at Arms and Doorkeeper of the Senate;
  6. The term “Provider for a Senate Office” in this Section means a provider of electronic communication service or remote computing service directly commissioned or used by a Senate office to provide such services including but not limited to the Contractor, its officers, employees, suppliers, team members, agents, business affiliates, under this Contract;
  7. The term “Remote computing service” in this Section means the provision to the public of computer storage or processing services by means of an electronic communications system;
  8. The term “Senate Data”, with respect to Senate Office, in this Section means any electronic mail or other electronic or data communication, other data (including metadata), or other information of the Senate Office; and
  9. “Senate Office” in this Section means a committee or office of the Senate, including a Senator, an officer of the Senate, or an employee of, intern at, or other agent of a committee or office of the Senate.
- b. Senate or SAA Data Possession. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees that they shall not be treated as acquiring possession, custody, or control of any data, metadata, electronic communication, emails (regardless of age), or other information by reason of such communication being transmitted, processed, or stored (whether

temporarily or otherwise), through use of any data center, platform, electronic systems or software, which is owned, operated, used, or maintained in order to provide services to any Senate Office as a result of this Contract.

- c. Notification. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees to notify a Senate Office of any legal or investigative process seeking disclosure of Senate Data of the Senate Office that is transmitted, processed, or stored (whether temporarily or otherwise) through the use of an electronic system established, maintained, or operated, or the use of electronic services provided, in whole or in part by the Agent of the Office of the SAA or Provider for a Senate Office.

As provided by 2 U.S.C. § 6628, notwithstanding any other provision of law or rule of civil or criminal procedure, any Agent of the Office of the SAA or Provider for a Senate Office that is providing services to a Senate Office shall not be barred, through operation of any court order or any statutory provision, from notifying a Senate Office of such legal or investigative process.

- d. Protection of Senate Information. Any Agent of the Office of the SAA or Provider for a Senate Office understands and agrees that Senate Data provided to or uploaded to an Agent of the Office of the SAA or Provider for a Senate Office may include legislative information; documents; correspondence; or other data including metadata, protected in its entirety, from compelled disclosure by the U.S. Constitution, federal law, and/or case law. If an Agent of the Office of the SAA or Provider for a Senate Office receives any legal or investigative process seeking disclosure of Senate Data, the Agent of the Office of the SAA or Provider for a Senate Office agrees that it:

1. will not disclose Senate Data outside of the Contractor except as directed or approved by the applicable Senate Office in regard to Senate Data that applies to that applicable Senate Office;
2. will advise the individual or entity seeking disclosure of the Senate Data of the provisions in 2 U.S.C. § 6628; and
3. will notify the applicable Senate Office immediately of the legal or investigative process seeking disclosure and provide a full copy of the request for Senate Data to the applicable Senate office.

- e. Notice. With respect to notification requirements in this Section, the Contractor may contact the Contracting Officer as to how to effectuate notice or obtain authorization from the applicable Senate Office.
- f. Relevant Statutory Authorities. This provision references 2 U.S.C. § 6628, as amended (see, Pub. L. 116-260, div. FF, title IV, § 401 (2020)); 18 U.S.C. § 2711; 18 U.S.C. § 2510.
- g. The Contractor shall incorporate the terms of this Section in any agreement with third-party partners, and suppliers furnishing supplies or services under this Contract.

### **I.13 CYBERSECURITY**

- a. The Contractor shall:
  1. take and continue to take commercially reasonable steps to protect the information technology assets and data used in connection with the operation of the business of the

- Contractor, including the confidentiality of such data.
2. ensure information technology assets are and continue to be adequate and operational for, in accordance with its documentation and functional specifications, the business of the Contractor.
  3. comply, remain, and continue to comply with all obligations under applicable laws and regulations regarding personally identifiable information.
  4. establish commercially reasonable disaster recovery and security plans, procedures, and facilities for the business of the Contractor, including, without limitation, for the information technology assets and data held or used by or for the Contractor. These plans, procedures, and facilities shall remain available for the duration of the contract.
- b. At any time during the Contract, the Contractor shall notify the SAA if it does not, or cannot, comply with any of the terms in Section I.13.a, in part or in whole.
- c. The Contractor shall incorporate the terms of this Section in any agreement with third-party partners, and suppliers furnishing supplies or services under this Contract.

#### **I.14 DATA TRANSFER**

The Contractor shall take all steps reasonably necessary to ensure that Senate Data is treated securely and no transfer of Senate Data will take place to a third party or jurisdiction outside of the United States.

The Contractor shall incorporate the terms of this Section in any agreement with third-party partners, and suppliers furnishing supplies or services under this Contract.

#### **I.15 ARTIFICIAL INTELLIGENCE TRAINING**

In accordance with 2 U.S.C. § 6628, the Senate Offices reserve all rights—and the Contractor shall have no rights—to reproduce or otherwise use any Senate data belonging to the applicable Senate Office that is made available, produced, or used in performing this Contract for any purpose, including the training of artificial intelligence technologies and any associated information systems. The Contractor—as well as any sub-licensor of the Contractor—shall have no right to reproduce or otherwise use Senate data in any artificial intelligence technology in any manner, including but not limited to generating text, graphics, or data in any other format without the applicable Senate Office’s prior express permission. With respect to the requirements in this Section, the Contractor may contact the Contracting Officer as to how to seek express permission from the applicable Senate Office.

#### **I.16 DATA RETURN**

The Contractor agrees to return all SAA or Senate Data, as referenced in Section I.12 above, or information in its possession to the SAA or the applicable Senate office, respectively, within thirty (30) days, upon termination, cancellation, expiration, other conclusion of this Contract, or if requested by the SAA or Senate Office. If return is not feasible, the Contractor agrees to destroy and not retain any copies of the data and furnish the SAA or the applicable Senate office, respectively, with an appropriate Certificate of Destruction of all SAA or Senate information that is in the Contractor’s possession. The Contractor shall not permit or allow any third parties to access, acquire, or possess SAA or Senate information.

The Contractor shall use NIST 800-88 Media Sanitization Guidelines or equivalent data destruction

procedures for guidance.

The Senate is not subject to several privacy and data protection statutes, regulations, and policies, and the Contractor shall consult the SAA should a question arise regarding the applicability of any such statute or regulation.

The Contractor shall incorporate the terms of this Section in any agreement with third-party partners, and suppliers furnishing supplies or services under this Contract.

#### **I.17 INCIDENT NOTIFICATION**

If the Contractor, or its third-party partners, learns of any incident—defined as a security event that may compromise the integrity, confidentiality, or availability of any Senate Data in performance of this Contract, the Contractor shall, within 24 hours of an incident, report any incident to the COR, Senate Office POC, and SOC at (202) 228-7620 or csoc@saa.senate.gov. No later than 72 hours of identifying such incident, the Contractor shall (i) describe in reasonable specificity and detail all Senate Data affected, (ii) take corrective actions to eliminate any further disclosure, and (iii) work with the Senate to investigate the incident. This notification requirement applies, whether the incident is identified by the Contractor or brought to the Contractor's attention by a third party.

The Contractor shall report incidents only to the SAA SOC and not to any other government entity. The Senate, as a Legislative Branch entity, is not subject to US CISA reporting requirements and has not formally adopted or implemented CISA cyber incident policies or procedures.

The Contractor shall incorporate the terms of this Section in any agreement with third-party partners, and suppliers furnishing supplies or services under this Contract.

#### **I.18 SUBCONTRACTORS**

The Contractor shall not use a Subcontractor not proposed or approved at the time of Contract award without the written approval from the Contracting Officer. The Contractor shall provide the SAA five (5) past performance references of work performed within the past three (3) years by the Subcontractor, provide the negotiated rates with the Subcontractor, and provide a copy of the Agreement and/or the Letter of Intent to the Contracting Officer when requesting approval for the use of a Subcontractor. Contractor shall not authorize Subcontractor to commence work without written approval of the Contracting Officer. The Contractor shall incorporate, and require its Subcontractors at all tiers to incorporate, all applicable clauses provided herein in Subcontractor(s) agreement(s).

#### **I.19 CHANGE IN CONTROL**

The Contractor will notify the Contracting Officer thirty (30) days before it merges with or is acquired by another entity, or declares bankruptcy, insolvency, or any other change of ownership proceedings. The SAA reserves the right to cancel the contract upon notice of change of ownership. The SAA may require the Contractor to delete, destroy, or return any Senate Data, as referenced in Section I.12 above, in its possession, and sanitize any devices that previously stored SAA or Senate Data.

#### **I.20 TERMINATION FOR CONVENIENCE**

The SAA reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In

the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers to cease work. Subject to the terms of this Contract, the SAA shall be liable only for payment in accordance with the payment provisions of this Contract for products delivered or services rendered prior to the effective date of termination.

### **I.21 TERMINATION FOR CAUSE**

The SAA may terminate this Order, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SAA, upon request, with adequate assurances of future performance. In the event of termination for cause, the SAA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

### **I.22 LEGISLATIVE BRANCH ENTITIES**

- a. Any legislative branch agency within the United States Government, including, but not limited to, the Senate, House of Representatives, Library of Congress, Capitol Police, or Architect of the Capitol, shall be allowed, but is not required, to utilize this Contract on a non-mandatory basis to satisfy such entity's requirement for the goods and services available under this Contract.
- b. In the event that one of the above-named entities issues, and the Contractor accepts, a purchase order, then the ordering entity shall be considered the Customer under this Contract. In the event of a conflict regarding the Contractor's ability to fulfill contracts or purchase orders issued under this Contract by Customer or another legislative entity, the Contractor shall notify the Contracting Officer who will determine the priority of those purchase orders for fulfillment by the Contractor.
- c. The Contractor will at all times use reasonable efforts to accommodate the delivery of goods and services under of the contracts or purchase orders to meet the Customer and individual entity's needs. In those cases where the Contracting Officer has not determined priority, the Contractor will give priority or precedence to this Contract entered into with the Senate. Upon request of the Contractor, the Contracting Officer and/or his or her delegate may provide further guidance as to orders placed under this Contract by one of the above referenced entities.

### **I.23 EQUITABLE REMEDIES**

In the absence of a direct citation to a statute permitting equitable remedies, all clauses in the Contractor Specific Terms referencing equitable remedies are rejected and not applicable to this Contract.

### **I.24 LIMITATION OF FUNDING**

The SAA may allot funds incrementally to the Contract up to the entire Contract value. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75) percent of the total amount of funding allotted to the Contract by the SAA. The notice shall state the estimated amount of additional funds required to continue and complete performance for the period specified in the Contract.

Except as required by other provisions of the Contract, specifically citing and stated to be an exception to this clause, the SAA is not obligated to pay the Contractor for costs incurred in excess of the total funding amount allotted by the SAA to this Contract; and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the funding amount then allotted to the Contract by the SAA.

**I.25 ENTIRE AGREEMENT**

This Contract, Contractor's Proposal attached hereto, and any written modifications or task orders issued and executed, is the sole agreement between the SAA and Contractor relating to the subject matter hereof, and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. The Contract and any future written modifications will only be considered executed when signed by authorized representatives of both parties.

**SECTION J - CONTRACT ATTACHMENTS AND APPENDICES**

- Attachment J-001-A Senate Web Development Guide
- Attachment J-001-B Senate Web Design Guide
- Attachment J-002 Website Testing and Quality Assurance Requirements
- Attachment J-003 Sample Task Order Proposal Request (TOPR)
- Attachment J-004 Senate Supported Software List
- Attachment J-005 U.S. Sergeant at Arms Standard Operating Procedures (SOPS) for Cybersecurity
- Attachment J-006 Past Performance Questionnaire
- Attachment J-007 Past Performance – Website Information
- Attachment J-008 Senate Delivery Procedures

**SECTION K - REPRESENTATION AND CERTIFICATIONS**

The information and certifications contained in this section concern a matter within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certifications may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

**K.1 NAME AND TITLE OF REPRESENTATIVE OF CONTRACTOR AUTHORIZED TO SIGN CONTRACT**

<b>Name:</b>	
<b>Title:</b>	
<b>Authorized Signature:</b>	

<b>E-Mail Address:</b>	
<b>Date:</b>	

**K.2 CONTACT PERSONS**

The Contractor shall provide the names, addresses, and telephone numbers of the individuals who may be contacted by the SAA to address any questions or concerns associated with this Contract.

Contact Name	Address	E-Mail	Telephone Number

**K.3 SYSTEM FOR AWARD MANAGEMENT (SAM)**

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

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

\_\_\_\_\_  
Name and Title of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**K.4 EQUAL EMPLOYMENT COMPLIANCE CERTIFICATION**

The Contractor certifies that, to the best of its knowledge and belief, except as noted below, up to the date of the offer, no written notice such as a show cause letter, a letter indicating probable cause, or any other formal written notification citing specific deficiencies, has been received by the Contractor from any Federal Government agency or representative thereof that the Contractor or any of the divisions or affiliates or known first tier Subcontractors is in violation of any of the provisions of Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity

Program.

It is further agreed that should there be any change in the status of circumstances between this date and the date of expiration of this offer or any extension thereof, the Contracting Officer and COR will be notified promptly.

Notes: (Insert "None" if applicable):

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\_\_\_\_\_  
Name and Title of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**K.5 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The Contractor represents that, to the best of its knowledge and belief, it is in compliance with Section 889 (a)(1)(A) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232). Paragraph (a)(1)(A) of Section 889 prohibits procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system on or after August 13, 2019, unless an exception applies or a waiver has been granted.

\_\_\_\_\_  
Name and Title of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**K.6 CERTIFICATION OF NON-SEGREGATED FACILITIES**

- a) The Contractor certifies to the best of its knowledge and belief that:
  - i. The Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments;
  - ii. The Contractor does not permit its employees to perform their services at any location,

- under its control, where segregated facilities are maintained;
  - iii. The Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments; and
  - iv. The Contractor will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
- b) As used in this provision, the term Segregated facilities means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise.
- c) The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause of this Contract.
- d) The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific periods) it will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).
- e) A Certification of Non-Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually or annually).

\_\_\_\_\_

Name and Title of Certifying Officer

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**K.7 DEBARMENT AND SUSPENSION CERTIFICATIONS**

- a. The Contractor certifies to the best of its knowledge and belief that:
  - i. The Contractor and/or any of its principals are \_\_\_ are not \_\_\_ [INDICATE ONE] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or instrumentality of the Senate;
  - ii. The Contractor and/or any of its principals have \_\_\_ have not \_\_\_ [INDICATE ONE], within a three (3) year period preceding this offer, been convicted of or had a civil judgment

rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. The Contractor and/or any of its principals are \_\_\_ are not \_\_\_ [INDICATE ONE], currently indicted for or otherwise criminally or civilly charged by any federal, state or municipal agency with commission of any of the offenses enumerated in paragraph (a) (ii) of this provision.
  - iv. the Contractor and/or any of its principals has \_\_\_\_\_has not \_\_\_\_\_[INDICATE ONE] within a three (3) year period preceding this offer had one or more contracts terminated by default by any federal, state or municipal agency.
- b. For purposes of this provision, principals is defined as officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.
  - c. The Contractor shall provide immediate written notification to the Contracting Officer and COR if, at any time prior to the Contract award, the Offeror learns that its certification was erroneous by reason of changed circumstances.
  - d. A certification that any of the items in paragraph (a) above exists will not necessarily result in withholding of award under this solicitation. The certification will be used in connection with a determination of the Offeror's responsibility.

\_\_\_\_\_  
Name and Title of Certifying Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 GENERAL GUIDELINES FOR SUBMITTING PROPOSALS**

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals to ensure that proposals are complete, contain all essential information, and can be evaluated equitably.

In addition to the requirements stated below, Offerors shall submit a comprehensive technical proposal in response to the evaluation factors specified in Section M, Evaluation Factors. In order to receive full consideration in the source selection process, Offerors' technical proposals, at a minimum must address all of the requirements, tasks, and deliverables listed in Section C, and shall be submitted in the format as outlined below.

### **L.2 TECHNICAL AND ADMINISTRATION QUESTIONS**

Technical and Administrative questions shall be submitted in a single Excel spreadsheet submitted via email and shall be submitted by Offerors only via email to [acquisitions@saa.senate.gov](mailto:acquisitions@saa.senate.gov) to the attention of Charles Blalock no later than 12:00 Noon ET April 16th, 2026.

The Excel spreadsheet shall have three (3) columns:

- a. Contractor – This column shall identify the organization submitting the proposal
- b. Section – This column shall identify the section the solicitation being referenced. If no section is referenced, the term “General Comment” shall be used.
- c. Comment – This column shall include the question or comment.

The Excel spreadsheet shall not have locked or hidden cells.

Questions via telephone, fax, or any means other than email shall not be accepted. Responses to all Offerors' written questions shall be distributed to each Offeror via email.

### **L.3 DATE AND TIME OF CLOSING**

The Technical, Price, and Administrative Proposals must be received at the Office of the Sergeant at Arms via email to [acquisitions@saa.senate.gov](mailto:acquisitions@saa.senate.gov) to the attention of Charles Blalock by 12:00 Noon ET May 4th, 2026. No United States Postal Service, courier deliveries, or any other delivery services or methods of delivery shall be used for this solicitation. All transmissions are limited to no more than six (6) MB of data. If multiple submissions are required to meet the size limitations, the Offeror shall number each transmission in the subject line. The final transmission shall not only include the number but also indicate it is the final proposal transmission.

### **L.4 MINIMUM ACCEPTANCE PERIOD**

Offerors allowing less than 180 calendar days for acceptance of a proposal by the Senate will be rejected as unacceptable.

### **L.5 SPECIAL NOTICE TO OFFERORS**

The SAA intends to make multiple contract awards.

L.5.1 Offerors are presumed to submit a proposal that represents their best efforts to respond to the solicitation requirements. Any inconsistencies between the Technical and Price and Administrative Proposals must be explained. A significant inconsistency, if unexplained, raises a fundamental question of the Offeror's understanding of the work required and ability to perform the contract. This may be grounds for either rejection of the proposal or a basis for a determination of non-compliance. With respect to cost estimates, the burden of proving cost credibility rests with the Offeror.

L.5.2 Offeror is responsible for ensuring the completeness of its proposal. The SAA will conduct the evaluation of proposals on the basis of the information contained in Section M, Evaluation Factors for Award. The SAA will not assume that an Offeror possesses any capabilities not specified in the proposal. Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

L.5.3 Upon receipt, all proposals become Senate property. The SAA reserves the right to employ, without restriction, external tools and/or third-party contractors to assist in the evaluation.

L.5.4 A member of the Contractor's proposed Key Personnel shall participate in any presentations or product demonstrations that may be part of the selection process.

## **L.6 PROPOSAL PREPARATION**

The written proposal shall consist of two (2) separate volumes: Volume I is Technical, and Volume II is Price and Administrative.

- a. Price information shall appear only in the Price and Administrative Volume.
- b. Each page shall be numbered.
- c. The page limits for the two (2) volumes are depicted in the table below.

<b>Volume</b>	<b>Title</b>	<b>Page Limit</b>
I	Technical Proposal	50*
II	Price and Administrative Proposal	None

\* Total shall not exceed 50 page maximum for the Technical Proposal. Resumes, references, past performance, certifications, and/or attachments are not included in the Technical Proposal page limit.

## **L.7 PROPOSAL VOLUMES AND PREPARATION INSTRUCTIONS**

### **L.7.1 VOLUME I - Technical Proposal Instructions**

Volume I shall be prepared and submitted as specified in the following paragraphs. In Volume I, the Offeror shall demonstrate the ability to meet the specifications and requirements described in Section C. The information contained in this section will be used as a basis for the evaluation of the factors listed in Section M.

Additionally, the proposal shall describe the Offeror's overall qualifications to provide the range and magnitude of services required, including past performance in undertaking such projects. Volume I is

limited to fifty (50) pages, excluding the resumes. Each page shall be numbered. Proposals shall use body text of at least 12-point in Arial, Times New Roman, or Calibri, with line spacing of at least 1.15 and normal character spacing (no condensed/narrow variants), with margins of at least 1 inch on all sides (US Letter 8.5"×11").

The Technical Proposal shall contain the following sections:

- Section 1 Corporate Experience
- Section 2 Responses to Requirements, Tasks, and Deliverables
- Section 3 Qualifications and Resumes of Proposed Staff
- Section 4 Past Performance
- Appendices and Attachments

#### L.7.1.1 Section 1 - Corporate Experience

##### L.7.1.1.1 Offeror Company Information

The Offeror shall provide an overview of its company. The overview shall include company history, products and services. This information shall include, at minimum, company name, primary company contact, phone number, fax number, and address. The Offeror shall also provide similar information for any partners, Subcontractors or affiliates providing support services for this Solicitation's requirements.

##### L.7.1.1.2 Offeror's Subcontractors

The Offeror shall provide a concise description of all Subcontractors that may be providing services as a part of this Solicitation's requirements. The Offeror shall describe Subcontractors' role on the Contract. The Offeror shall detail prior relationships with each Subcontractor and provide information on contract performance. If the Offeror and Subcontractor have not entered into a prior contractual relationship, the Offeror shall discuss why the Subcontractor was chosen for this contract. The Offeror shall describe how the Subcontractor(s) will be integrated into the project organization including description of how the Subcontractor(s) will be managed, the services they will provide, and reports they will provide. The Offeror shall provide a chart that depicts proposed functional and organizational relationships of the staff. The Offeror shall ensure that all terms and conditions set forth in the underlying Contract apply to the subcontractor in performance of the Contract.

##### L.7.1.1.3 Offeror Relevant Experience

The Offeror shall provide at least one (1) qualifying contract reference of a recently awarded and relevant Federal contract that demonstrates relevant experience.

For a contract reference to be considered relevant, the contract must have been awarded within the past three (3) years and must involve products and capabilities most similar to those proposed for performance under this Contract. Offeror shall select website projects that were designed using the targeted CMS. The information provided shall be sufficient to demonstrate the Offeror's prior relevant business experience with the Federal Government. This information will be used to determine the Offeror's Relevant Experience on a Go/No-Go basis. Failure to provide at least one (1) qualifying Federal contract reference may result in a No-Go rating and the Offeror's elimination from further

consideration.

#### L.7.1.2 Section 2 - Responses to Requirement, Tasks, and Deliverables

The response shall demonstrate a detailed understanding of the requirements, tasks and deliverables, and describe approaches, methods, and the Program Management that shall be employed in fulfilling the Contract requirements. The Offeror shall describe in specific detail how it will satisfy each requirement, task and deliverable in Section C.

##### L.7.1.2.1 Technical and Management Approach

The Offeror shall present their understanding of the requirements and deliverables presented in Section C of the Solicitation. The discussion shall include grouping the requirements into categories and mapping them to the deliverables. The Offeror shall document any requirements, tasks, or deliverables in Section C that the Offeror will be unable to satisfy, and explain issues that would keep the Offeror from meeting the requirements. The Offeror shall document any requirements, tasks, or deliverables in Section C that the Offeror will be able to exceed and explain the capabilities that allow the Offeror to exceed the requirements.

As part of the technical discussion, the Offeror shall identify all technical risks associated with the Contract and a mitigation strategy to remove or lower the risks.

As part of the technical discussion, the Offeror shall provide documentation of its Quality Assurance processes.

The Offeror shall describe the training that will be implemented to support the requirements and deliverables of Section C of the Solicitation.

The Offeror shall identify, describe, and discuss any process, methodology, or plan that its proposed technical approach includes which would clearly be an evaluation discriminator.

The Offeror's Management Approach must discuss the Offeror's planned management processes for the product implementations. Offeror shall include discussion of relevant tools and methodologies. The Offeror must demonstrate a thorough understanding of the technologies and methodologies to be employed and their expected results, as well as performance standards. Relevant topics include, but are not limited to, organizational structure, staffing, contracting and subcontracting, metrics, quality assurance, security, configuration management, approach to deliverables, cost control, financial reporting, and management risks.

#### L.7.1.3 Section 3 - Qualifications and Resumes of Proposed Staff

A well-qualified staff is critical to the success of the contract. In this section, the Offeror is required to document the make-up and qualifications of the proposed staff. The Offeror shall provide a staffing plan, list of job categories, descriptions and minimum qualifications for all proposed staff. Key Personnel shall be identified and their project roles, responsibilities, and authority shall be described.

The Offeror shall submit a representative resume, limited to three (3) pages, for each individual **specifically identified as Key Personnel** to be assigned to perform the work required under this Solicitation. Include all relevant training and certifications. Each resume shall be followed by a succinct description of the individual's relevant experience. The Offeror shall specify for each of the

individuals identified **as Key Personnel**, the approximate percentage of their total time that they will be available for this effort. Resumes of any subcontractors proposed by the Offeror shall be so identified and shall also be limited to three (3) pages.

The Contractor shall be held to the level of qualifications and experience proposed for Key Personnel for the duration of the contract, including all option years. Any replacement of Key Personnel during contract performance shall be subject to approval by the Contracting Officer and shall require substitute personnel with qualifications and experience that are at least equivalent to those proposed and accepted at the time of award.

#### L.7.1.4 Section 4 – Past Performance

Offerors (including any proposed Subcontractors) shall comply with the instructions, as follows:

1. The Offeror shall select five (5) relevant references, send Attachment J-006 *Past Performance Questionnaire* to the selected point of contact after completing Section A of the document.
2. The reference point-of-contact shall complete section B and below and email the completed questionnaire directly to United States Senate at [acquisitions@saa.senate.gov](mailto:acquisitions@saa.senate.gov) prior to the proposal deadline. Instructions for submission of the completed questionnaires are provided on the questionnaire.
3. Questionnaires shall be submitted for five (5) recently awarded active and relevant contracts that are less than three (3) years old and that involve use of products and capabilities most similar to those proposed for performance of this Contract.
4. Offerors who are current Senate website development providers shall include the Senate COR as one of the five (5) requested references. Current Senate providers shall not request individual Member Office customers to submit *Past Performance Questionnaires*. Questionnaires shall only be directed to the COR.
5. The Offeror shall complete Attachment J-007 *Past Performance – Website Information* for each of the five (5) references selected to complete Attachment J-006, *Past Performance Questionnaires*. The completed *Past Performance – Website Information* (Attachment J-007) shall be submitted as part of the Offeror's proposal.

#### L.7.1.5 Appendices and Attachments

This section shall include, but is not limited to the following:

1. Completed Attachment J-007 *Past Performance – Website Information*. This attachment will not be included in the Technical Volume page limitation.
2. Any other information that the Offeror considers relevant to the SAA's evaluation of its proposal, but which does not fall within any of the other requirements of Section L.7.1. This information will be included in the Technical Volume page limitation.

### **L.7.2 VOLUME II - Price and Administrative Proposal**

No page limitation is set for Volume II. Offerors are encouraged to submit only the minimum required information.

#### L.7.2.1 Price Section Instructions

The Offeror's Price Proposal shall include sufficient details to allow determination of the reasonableness of the offered prices/rates. The Price Proposal shall break out pricing as identified in Section B.7.1 and provide the firm-fixed-rates for all the services, material, and deliverables inclusive of approved fully burdened direct labor rates, travel, per diem and other direct costs. The Offeror's Price Proposal supporting rationale must include a narrative and list all services included in the offered price. The Offeror shall clearly identify any assumptions, exceptions or dependencies, if any, made by the Offeror regarding its pricing. These assumptions, exceptions, and dependencies shall be clearly identified and included in the Price Proposal. The Offeror shall provide its best price at time of initial offer. Final monetary extensions shall be expressed in whole dollars.

All proposed prices must be adequately supported. The Proposal must include sufficient background to show derivation of all costs. If the Price Proposal cannot be understood, it may result in the entire Proposal being found to be unacceptable and thus eliminated from the competition.

If the Offeror intends to utilize Subcontractors, prices/rates reflected in Section B.7.1 shall be a composite price/rate. Pricing details shall be provided in the Price Proposal. For each planned Subcontractor, provide a brief description of the work, the value of the subcontract, the type of subcontract (Fixed-Price, Labor-Hour, etc.), and the basis for selecting the proposed Subcontractor/teaming partner.

#### L.7.2.2 Administrative Section Instructions

L.7.2.2.1 The following, which shall form the basic contract, shall be included in this section:

- a. Signed Section A, Solicitation/Contract Form. The Contractor shall complete Section A: Page 1 of the solicitation, subsections 9 through 14. The completed page shall be submitted as a PDF file;
- b. Acknowledgment to any solicitation amendment;
- c. Completed model contract (Solicitation Sections B-J) with costs and other Offeror information inserted in all blanks;
- d. Completed Section K, *Representation and Certifications* for both Prime Contractor and Subcontractor(s) and/or Teaming Partners;
- e. A summary which identifies and explains any exceptions to or conditions for any solicitation provision or contract clause. Rationale for the exception and/or condition shall be fully provided as well as reference to the respective provision or clause. The Senate advises Offerors that it intends to evaluate proposals and may award a contract(s) without discussions; and,
- f. Technical and Contractual points-of-contact. Provide telephone and email address.

### **SECTION M - EVALUATION FACTORS FOR AWARD**

#### **M.1 BASIS FOR CONTRACT AWARD**

This is a best value, competitive source selection conducted in accordance with Senate Procurement Regulations. The SAA intends to award multiple IDIQ Contracts. Only IDIQ Contract awardees will be eligible for award of any task orders. The evaluation panel will consist of participants from the SAA Technical Evaluation Panel (Panel), which will include representatives from Senate offices and the SAA. The SAA reserves the right not to award a contract depending on the quality of the proposal(s)

submitted and the availability of funds.

## **M.2 OFFER ACCEPTABILITY**

The SAA reserves the right to make an award based on the initial proposals received. Therefore, the Offeror shall, without exception or reservation, provide the information required in response to Section L.7.

## **M.3 ACCEPTABLE PROPOSALS**

The SAA reserves the right to consider as acceptable only those proposals that are submitted in accordance with requirements set forth or referenced in this solicitation. Offerors shall demonstrate an understanding of requirements and a capability to provide the requested support services. The SAA reserves the right to reject proposals that do not address solicitation requirements, including contract terms and conditions.

Technical capabilities will be evaluated on the basis of information furnished by the Offeror. Offerors are advised that proposals that do not meet Solicitation requirements may be eliminated from further consideration. Offerors are further advised that cursory responses which merely reiterate or reformulate the specifications, requirements, tasks and deliverables set forth in Section C of this Solicitation may be found unacceptable and thus also eliminated from further consideration.

## **M.4 EVALUATION PROCEDURES**

The Offeror's response will be subjected to an overall evaluation based on the total submission. The evaluation will include conformance checks on requirements, tasks, and deliverables.

The Panel will evaluate Offerors' proposals. Each member of the Panel shall evaluate each Offeror's technical proposal for Offeror's ability to meet the requirements, perform the tasks and provide the deliverables specified in Section C. The Technical Proposal will be evaluated against established evaluation criteria separately from the Price Proposal evaluation.

The Price Proposal will be considered to determine the capability and cost combination that presents the best value to the Senate. The SAA may award without discussions; however, the SAA reserves the right to hold discussions if it is deemed advantageous.

## **M.5 EVALUATION FACTORS**

The Offeror's response will be evaluated on technical merit as well as be subjected to an overall evaluation criterion based on the total proposed submission. The technical evaluation will consist of conformance checks on all requirements and deliverables.

### **M.5.1 Technical and Cost Evaluation Areas/Factors**

Evaluation of all proposals submitted by the Offerors will be made in accordance with the Preliminary Go/No-Go Factor (see Sections L.7.1.1.3 and M.5.1.1). Those proposals not eliminated during the Go/No-Go Factor will be evaluated pursuant to the four (4) factors outlined in this section. Factors 1 through 3 are referred to as the Technical Factors. Of the Technical factors, Technical Capability is the most important factor, followed by Past Performance and Key Personnel factors, which are equally

weighted and each less important than the Technical Capability factor. All technical factors, when combined, are more important than the Price factor. The four factors are as follows:

- Go/No-Go Factor    Relevant Experience
- Factor 1            Technical Capability
- Factor 2            Past Performance
- Factor 3            Key Personnel
- Factor 4            Price

#### M.5.1.1 Relevant Experience - Preliminary Go/No-Go Factor

Prior to evaluation under the four factors below, each Offeror will be evaluated on a preliminary Go/No-Go basis for Relevant Experience (see Section L.7.1.1.3). To receive a Go rating, the Offeror must demonstrate that it has previously done relevant business with the federal government **as a prime contractor or subcontractor**. An Offeror that fails to demonstrate relevant federal government business experience will receive a No-Go rating and will not be considered for further evaluation. This preliminary Go/No-Go factor is not comparatively scored and is not weighted against the four evaluation factors below.

#### M.5.1.2 Technical Capability – Factor 1

Technical capability is an assessment of the Offerors' proposed technical approach to meet the Senate's requirements and deliverables as demonstrated by information contained in the Technical Proposal. The emphasis in this factor is on the ability of the Offeror to demonstrate its abilities to successfully perform the requirements of the Solicitation.

The SAA will evaluate Offerors on their entire proposed technical approach for the project. The following are the key criteria that will be used to evaluate the Offeror's technical approach:

- a. Clear and concise written technical approach that meets or exceeds the Solicitation's requirements;
- b. Comprehensive methodology, technique, or plan to accomplish the project; and any proposed quality assurance procedures;
- c. Overall company and staff qualifications to provide the range and magnitude of services required for this project;
- d. Ability to meet the stated requirements or deliverables;
- e. Demonstration of the necessary understanding, expertise, personnel, and experience to successfully accomplish the proposed work;
- f. Experience providing information technology and software related services and support to the Senate, or comparable public or private institutions; and,
- g. Ability to execute website development project management.

#### M.5.1.3 Past Performance – Factor 2

Each Offeror will be evaluated by the Panel based on past performance on contracts or subcontracts that are currently ongoing or were completed within the last three (3) years for similar products or services.

The Panel will review the Offeror's similar experience as a Prime Contractor during the past three (3) years. The Panel will review the Offeror's Subcontractors similar experience during the past three (3) years. Prior Government contracts (federal, state, or local) must be comparable in scope, magnitude, and complexity to the effort described in Section C. Past performance will be evaluated using all relevant facts and circumstances from a variety of sources, including, but not limited to, the submitted Past Performance Questionnaire and Past Performance Website Information.

In evaluating past performance, the Panel will emphasize evidence of successful performance in designing websites of similar scope and complexity relative to the requirement under consideration. The SAA reserves the right to contact references to verify and/or clarify the information provided.

#### M.5.1.4 Key Personnel – Factor 3

The availability and commitment of Key Personnel is important to the SAA and Senate Offices and will be evaluated through information contained in the Technical Proposal. The SAA requires staffing of Key Personnel with relevant experience in the integration of a complex set of requirements that rely on various and relevant technologies, staffing, and logistical considerations. A strong management team will include available personnel with combined expertise in all aspects of Website Design and Development and Support projects.

Key Personnel will be evaluated on the years of relevant experience and skill sets in website design development and maintenance and support, and shall include:

1. Availability of qualified personnel in the minimum "key" areas defined in Sections L and H.3;
2. Years of relevant experience and skill sets in relevant fields;
3. Ability of the individual to remain on the program through the performance of the contract; and,
4. Client/customer satisfaction with performance of the individual (individual awards, grants, continuing business, etc.).

#### M.5.1.5 Price – Factor 4

The Panel will review the Price Proposal for reasonableness, completeness, and accuracy. A determination will be made as to whether the Offerors have properly understood the Price Proposal instructions and properly completed the price schedules. Changes to the evaluation quantities, blanks or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Offeror's intent. The Offeror's Price Proposal will be checked for mathematical correctness to include checking arithmetic in all computations and making sure that all prices/costs are summarized correctly.

To derive a proposed price for price proposal evaluation purposes, the SAA will multiply the Offeror's proposed rates by an SAA-estimated quantity for evaluation purposes. Please note that the SAA estimated quantities will not carry through to the Contract but will solely be used for evaluation purposes.

The Offeror is placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of Contract requirements and may be grounds for rejection of the proposal.

## **M.6 OVERALL EVALUATION**

The Offeror's response will be subjected to an overall evaluation based on the total submission. The evaluation will include conformance checks on all requirements, tasks, and deliverables. The Technical and Price and Administration proposals will be evaluated for completeness, accuracy, and consistency. Incompleteness, inaccuracy, or significant unexplained inconsistencies may be grounds for rejection of the proposal.

## **M.7 PROPOSALS NOT SELECTED**

Non-selection of a proposal shall mean that either another Offeror's acceptable proposal was deemed to be of greater value to the Senate, or that the SAA has elected not to award a Contract. Offerors whose proposals are not selected for award will be notified. Unsuccessful Offerors may request a debriefing, such request to be made within five (5) business days of notification, but a debriefing will only be offered at the sole discretion of the Senate. The actual schedule of the debriefing will be determined by the SAA.

## **M.8 DISCUSSIONS**

The SAA reserves the right to require discussions with one (1) or more Offerors with the Panel or any other designated Senate staff. If discussions are conducted with any Offeror, discussions shall be conducted with all Offerors determined to be under active consideration for award. The Offeror will receive a minimum of three (3) business days of notice for the discussions. If discussions are requested, the Offeror must involve the appropriate personnel in said discussions.

## **M.9 FINAL PROPOSAL REVISION**

The Contracting Officer may, based on the evaluation process described above, decide that award on the basis of initial proposals is not in the best interests of the Senate. In such an instance, the Contracting Officer may establish a competitive range of those Offerors having a reasonable chance for award, conduct discussions with, and only with, each of the Offerors included in the competitive range, and request that each of the Offerors included submit a Final Proposal Revision.