

TERMS AND CONDITIONS OF AOC SMALL PURCHASES

AOC52.219-6 Notice of Total Small Business Set-Aside (May 2019)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If the total amount of this contract does not exceed \$250,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

Alternate I. When the acquisition is for a product in a class for which the Small Business Administration (SBA) has determined that there are no small business manufacturers or processors in the Federal market and the SBA has issue a waiver of the "Non-Manufacturer Rule", paragraph (c) is not applicable and the small businesses shall be allowed to provide any domestic firm's product.

(End of clause)

AOC52.219-2 Small Business Representations and Certifications (Sep 2008)

(a) The North American Industry Classification System (NAICS) code for this procurement is _____ and the small business size standard is _____ employees (if this requirement is for manufacturing or trade) or \$ _____ (if this requirement is for services, including construction).

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

(c) Definitions. As used in this provision—

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

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

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

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

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

(End of provision)

_____(Name of Contractor/Business)

_____(Solicitation/RFQ #)

PLEASE NOTE: The Contractor/Business shall:

- 1) complete AOC52.219-2(f) to the left
2) provide its name in the blank to the left; and
3) return this page with its quote

AOC52.202-1 Definitions (Jun 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 Advertising/Promotional Materials (Dec 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.
- (d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.204-5 System for Award Management (February 2016)

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

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities used as the identification number for Federal contractors.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same business concern and is not a substitute for a properly executed assignment of claims in accordance with the terms of the contract which shows the ultimate recipient of the transfer to be other than the contractor.

“Registered in the System for Award Management (SAM) database” means that the offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number into the SAM database;

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If the contract action is being awarded pursuant to an unusual and compelling urgency, the contractor must be registered in the SAM within 30 days after award, or at least three days prior to submitting the first invoice, whichever occurs first.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet or call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

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

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

- (i) Change the name in the SAM database;
- (ii) Comply with contract requirements for Novation and Change-of-Name Agreements; and
- (iii) Agree in writing to the timeline and procedures specified by the Contracting Officer. The Contractor shall

provide with the notification sufficient documentation to support the legally changed name.

(2) If the contractor fails to comply and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the contractor to be other than the contractor indicated in the contract will be considered to be incorrect information. Any invoice submitted in accordance with the payment clauses of this contract which contain incorrect information will not be processed.

(3) The contractor shall not change the name or address for electronic funds transfer payments (EFT) or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims.

(4) Assignees shall be separately registered in the SAM database. Information provided to the contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information. Any invoice submitted in accordance with the payment clauses of this contract which contain incorrect information will not be processed.

(5) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished

(End of clause)

AOC52.219-1 Utilization of Small Business Concerns (Aug 2004)

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

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

(End of clause)

AOC52.222-3 Convict Labor (Jun 2004)

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

(End of clause)

AOC52.223-2 Hazardous Material Identification and Material Safety Data (Jun 2004)

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

(b) Currently with delivery of materials/services required hereunder, the contractor shall submit for all material defined as hazardous by Federal Standard No. 313 a Material Safety Data Sheet (MSDS) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, whether or not the contractor is the actual manufacturer of these items. The contractor shall include a copy of the MSDS with the Packing List or other suitable shipping document with each shipment.

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

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

(d) The Government's rights in data furnished under this Purchase Order with respect to hazardous materials are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to –
(i) Apprise personnel of the hazards of which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

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

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

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

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

(End of clause)

AOC52.223-3 Security Markings (March 2017)

(a) This clause applies to all contractors and subcontractors who have access to, or generate, information or other resources that contain Controlled Unclassified Information (CUI). This includes contractors, subcontractors and the employees of contractors and subcontractors.

(1) Contractors shall instruct, train and supervise its personnel on safeguarding CUI.

(2) CUI must not be disseminated in any manner; orally, visually or electronically to unauthorized personnel.

(2) This clause shall be inserted into all subcontracts.

(b) This clause requires compliance with the AOC program to identify, mark, and protect documents containing such CUI information.

(1) Contractors and Subcontractors shall use categories cited in the National Archives and Records Administration (NARA) CUI registry to designate information as CUI. The registry can be found at: <http://www.archives.gov/cui/>. CUI documents do not require a document register.

(2) All contractors and subcontractors have a duty to protect CUI from improper disclosure. Personnel with custody of CUI are responsible for taking reasonable steps to safeguard CUI and are under an affirmative duty to report any known security breaches to the Contracting Officer.

(c) CUI is unclassified information that is pertinent to the security of the Congress, the Supreme Court or the national interest of the United States or originated by entities outside the U.S. Federal Government, and under law or policy requires special handling safeguards, protection from disclosure, and prescribed limits on exchange or dissemination. CUI includes, but is not limited to: information related to personal and proprietary information, agency operations, security protected information, and records or sensitive information compiled for AOC authorized activities. It is essential that this information be marked, properly handled, stored and protected from inadvertent or deliberate disclosure, alteration or destruction.

(d) Information designated as CUI will be sufficiently marked so that persons having access to it are aware of its sensitivity and protection requirements:

(1) The lack of CUI markings on CUI materials does not relieve a person from CUI safeguarding responsibilities.

(e) Documents shall be marked "CONTROLLED" at the top center of each page containing CUI. For consistency with classified systems, the document may also be marked "//CONTROLLED//". For consistency with classified systems, internal pages may be marked "//CONTROLLED II" or "//CUI//"; in such cases internal pages shall be marked at both the top and bottom.

(1) Each part of electronically transmitted messages, including e-mail containing CUI shall be marked.

Unclassified messages containing CUI shall be marked "CONTROLLED" (optionally "//CONTROLLED/" or "//CUI//") before the beginning of the text. The subject field of a CUI electronically transmitted message must contain the marking "(CUI)" positioning the CUI marking at the end of the Subject field to ensure message recipient(s) identify safeguarding responsibilities.

(2) Transmittal documents that have CUI attachments shall be marked with the following statement or a similar one: "CONTROLLED ATTACHMENT."

(f) Blueprints, engineering drawings, charts, maps, and similar items not contained within another document shall be marked with the CUI designation when applicable. The marking shall be unabbreviated, conspicuous and applied to the top and bottom, if possible, in such a manner as to ensure reproduction on any copies. The legend or title shall also be marked. The parenthetical marking "(CUI)" following the legend or title may be used. If the blueprints, maps and other items are large enough that they are likely to be rolled or folded, additional CUI markings shall be placed to be visible when the item is rolled or folded. Additionally, the following statement shall be imprinted on each page of drawings to include the cover page of construction drawings and on the cover page of the specifications:

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO
UNAUTHORIZED USERS IS PROHIBITED

Do not remove this notice

Properly destroy documents when no longer needed

(g) Congressional Security Sensitive (CSS) is a marking sometimes applied, in addition to or in lieu of the marking "Controlled Unclassified Information," by the Capitol Police Board and select Member(s), officer(s), and committee(s) of either the House or Senate. It denotes information that is: (1) sensitive with respect to the policing, protection, physical security, intelligence, counterterrorism actions or emergency preparedness and response relating to Congress, any statutory protector of the Capitol Police and the Capitol buildings and grounds; and (2) is obtained by, on behalf of or concerning the Capitol Police Board, the Capitol Police or any incident command relating to emergency response.

(1) On documents containing CSS information, the phrase "Congressional Security Sensitive" shall accompany the marking CUI at the bottom of the outside front cover (if there is one), the title page (if there is one), and the outside back cover (if there is one).

(i) Each page containing this information shall be marked "Controlled Unclassified Information//Congressional Security Sensitive" or "(CUI-CSS)" at the bottom.

(ii) Access to CSS information shall be granted only to persons who have a valid need to know the information.

(iii) The originator of CSS shall be responsible for ensuring that it qualifies for CSS status and for applying the appropriate marking at the time of origination

(iv) CUI-CSS information shall be safeguarded in the same manner as CUI.

(h) CUI shall be protected from unauthorized access or observation. When not under the direct control of an individual(s) acting within the scope of their contractual relationship with the AOC, independent contractors and vendors conducting business within the scope of their engagement with the AOC and representatives of AOC partners conducting business within the scope of the entity's partnership with the AOC, CUI shall be protected by at least one physical or electronic barrier. This requirement is satisfied by any one of the following:

(1) Locking in a cabinet, drawer, office, office suite, and briefcase or courier bag.

(2) Storing within a password protected or segregated electronic storage device, email account, computer system or network drive.

(3) Storing within a sealed envelope.

(4) When discussing or transferring CUI to another individual(s), ensure that the individual is performing an activity, function, operation or other circumstance authorized by the AOC and that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise obtaining the information.

(i) When CUI is contained in media or material (including hardware and equipment) not commonly thought of as documents (e.g., computer files and other electronic media, audiovisual media, chart, maps, films, sound recordings), the requirement remains to identify, as clearly as possible, the information that requires protection. The main concern is that the material is clearly identified as CUI. The markings required by this Order shall be applied either on the item or the documentation that accompanies it.

(j) When transmitting hard copy CUI, reasonable steps shall be taken to minimize the risk of access by unauthorized persons. Such steps include:

(1) By Mail- Outside of a Facility. CUI material will be placed in a sealed, opaque envelope or wrapping marked with the recipient's address, a return address and the words "TO BE OPENED BY ADDRESSEE ONLY." Any of the following U.S. mail methods may be used:

(i) First Class, Express, Certified or Registered Mail.

(ii) Any commercial carrier (FedEx, UPS, DHL, etc.) may be used.

(2) By Mail- Within a Facility. Use a sealed, opaque envelope with the recipient's address and the words "TO BE OPENED BY ADDRESSEE ONLY" on the front.

(3) By Hand- Between Facilities or Within a Facility. A document marked as containing CUI may be hand carried between or within a facility as long as the person carrying the document can control access to the document.

(4) Transmittal via Fax. Unless otherwise restricted by the originator, CUI information may be sent via non-secure fax. Where a non-secure fax is used, the sender will coordinate with the recipient to ensure that the materials faxed will not be left unattended or subjected to possible unauthorized disclosure on the receiving end. The person(s) receiving the material will comply with any access, dissemination and transmittal restrictions cited by the originator.

(5) Transmittal via E-Mail. CUI transmitted via email should be protected by encryption using AES-256 encryption. To do this, include the CUI in an attachment only (not in the text of the email), and encrypt the attachment with 7 Zip (software program). Recipients of CUI will comply with any email restrictions imposed by the originator. Email CUI within an encrypted attachment with the password provided separately (e.g., by phone, another email, or in person).

(6) AOC Intranet/Internet. CUI will not be posted to intranet sites such as SharePoint collaboration sites, shared drives, multi-access calendars, or on the Internet (including social networking sites) that can be accessed by individuals who do not have an authorized purpose for the information. To control access to an AOC network shared drive and/or SharePoint collaboration site(s) contact the ITD Helpdesk (helpdesk@ao.gov).

(7) Secure File Transfer Systems. CUI delivered through a secure file transfer system must provide methods (e.g., authentication, file access controls, passwords) to prevent access to CUI stored on the system by persons who do not require the information to perform their jobs or other AOC-authorized activities. Contact the ITD Helpdesk (202-225-4321 or helpdesk@ao.gov) for an AOC approved secure file transfer tool.

(k) CUI Destruction Procedures: CUI material will be destroyed when no longer needed.

(1) "Hard Copy" materials will be destroyed by cross-shredding or placed in a secure bin designated for discarding sensitive documentation.

(2) Electronic storage media [e.g., hard disks, floppy disks, zip drives, CDs, thumb drives, pen drives, and similar USB storage devices] shall be sanitized appropriately by overwriting or degaussing.

(3) Paper products containing CUI will not be disposed of in regular trash or recycling receptacles unless the materials have first been destroyed as specified above.

(l) Incident Reporting: The loss, compromise, suspected compromise or unauthorized disclosure of CUI will be reported immediately, but no later than the next duty day, to the Contracting Officer and the AOC Security Officer as shall suspicious or inappropriate requests for information by any means, e.g., email or verbal.

(End of clause)

AOC52.223-8 Delivery Vehicle Inspection Requirements (Apr 2008)

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

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

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

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

- (1) List of drivers;
- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 563-5140. For verification of receipt, the contractor may call (202) 224-0202. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U.S. Capitol Police whenever repetitive deliveries are anticipated.

(f) Any delivery that does not fall into the before mentioned categories should be coordinated, in advance, with the applicable government point of contact.

(End of clause)

AOC52.223-10 Use of Radiography or other Nuclear Regulatory Commission Licensed Devices and Notice of Radioactive Materials (August 2011)

(a) The Contractor, and any of its subcontractors under this contract, shall notify the Contracting Officer or designee, in writing, 48 hours prior to performance of work, of the transportation of, or use of, any items containing either (1) radioactive material requiring licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the AOC contract number, the device(s) which contains radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, name of contractor/subcontractor transporting or using said device, date(s) of the presence of the device on the U.S. Capitol Complex, time during which the device will be present on the U.S. Capitol Complex, address of the device location, and contact information for contractor/subcontractor supervisor.

(b) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(c) This clause, including this paragraph (c), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

AOC52.227-1 Patent Indemnity - Commercial Items (Jun 2004)

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

(End of clause)

AOC52.229-1 Exclusion of DC Sales and Use Tax on Construction Projects (April 2016)

(a) In accordance with Section 9-417 (Certificates of Exemptions) and Section 9-438 (Construction, Repair, or Alteration of Real Property) of Title 9 of the D.C. Municipal Regulations (Taxation and Assessments), the Federal Government is exempt from District of Columbia sales and use tax on goods and equipment, purchased by general contractors, to be permanently incorporated into real property owned by the Federal Government.

(b) The general contractor is directed to complete DC Form FR-500, "Combined Business Tax Registration Application", and submit it to the DC Office of Tax and Revenue for approval.

(c) The general contractor must also complete DC Form OTR-553, Contractor's Exempt Purchase Certificate which shall be provided to each Washington DC vendor supplying such goods and services.

(d) Due to this sales and use tax exemption, the general contractor shall not to include DC sales and use tax on goods and equipment to be permanently affixed to Federal property in its quotations, bids or proposals to the AOC.

(End of clause)

AOC52.229-2 Exemption of DC Sales, Use and Excise Tax for Senate food services (July 2017)

(a) Food service operations conducted in Senate Office Buildings, have been designated as an essential support activity or function by the United States Senate Committee on Rules and Administration. The Contractor is not required to pay, collect, or account for any sales, use, or similar excise tax, or any personal property tax, with respect to an essential support activity or function conducted by a nongovernmental person in the United States Capitol and the Senate Office Buildings and shall not include costs or amounts for the payment or collection in any sales, use or similar excise tax, or any personal property tax in its quotations, bids or proposals to the Architect of the Capitol.

(b) As used in this clause-

(1) the term 'personal property tax' means a tax of a State, a subdivision of a State, or any other authority of a State, that is levied on, levied with respect to, or measured by, the value of personal property;

(2) the term 'sales, use, or similar excise tax' means a tax of a State, a subdivision of a State, or any other authority of a State, that is levied on, levied with respect to, or measured by, sales, receipts from sales, or purchases, or by storage, possession, or use of personal property; and

(3) the term 'State' means a State of the United States, the District of Columbia, or a territory or possession of the United States.

(End of clause)

AOC52.232-5 Invoicing And Payments For Small Purchases (March 2012)

- (a) Payments to vendors will be made in arrears after delivery or performance and expedited by the vendor's strict compliance with the following instructions:
- (1) Vendors shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131. Additional information concerning requirements for payment requests can be secured by telephoning the AOC Accounting Officer at (202) 226-2552.
 - (2) Invoices shall contain:
 - (i) The Purchase Order number;
 - (ii) The vendor's nine digit IRS Taxpayer Identification Number (TIN);
 - (iii) The item number(s), description of supplies or services, size, quantities, unit prices, and extended totals of the item(s) or service(s) for which payment is requested; and
 - (iv) Unique invoice number for that particular invoice.
- (b) Payment under this contract shall be made directly to the vendor's financial institution through Electronic Funds Transfer (EFT).
- (c) Prepaid transportation charges, if any, must be shown on the order as a separate line item and must be documented with the bill of lading or a copy of the receipt for the prepaid transportation charges in excess of \$750.
- (d) Long distance travel will be reimbursed in accordance with Federal travel regulations at the prevailing rates for localities and only if approved in advance in writing by the Contracting Officer.
- (e) The obligation of the Government to make any of the payments required under any of the provisions of this order shall, at the discretion of the Contracting Officer, be subject to:
- (1) Reasonable deductions on account of defects in material or workmanship; and
 - (2) Any claims which the Government may have against the contractor under or in connection with this order.
- Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

(End of clause)

AOC52.232-8 Discounts - Small Purchases (Aug 2004)

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

(End of clause)

AOC52.233-1 Disputes (Mar 2008)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

AOC52.239-1 Protection of AOC Information Technology Systems (July 2013)

a) Contractors shall participate in AOC security awareness training for users of information technology systems as well comply with all AOC policies and procedures for information technology systems. Contractor activities performed within AOC owned or operated information technology systems, as well as information technology systems owned or operated by AOC contractors, shall be secure.

b) All contractor, and subcontractor, employees under this contract shall execute and return, prior to contract performance:

(1) Non-disclosure agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol; and

(2) AOC IT System Rules of Behavior.

c) All AOC contractors shall successfully complete annual AOC computer security awareness training. Contractors are not allowed to share their AOC account or any AOC account. Contractors shall not share their passwords with anyone including, but not limited to, their supervisor or the Contracting Officer's Technical Representative (COTR) or AOC Information Technology Division personnel. Contractors must immediately inform the Contracting Officer and the AOC Information Technology Division Help Desk if any of their information technology equipment, including but not limited to, mobile devices, cellular phones, computer tablets, laptops and personal computers are lost or stolen.

d) At any time prior to contract completion, the Contractor shall immediately notify the COTR in writing, with a copy to the Contracting Officer, of the termination, removal, or retirement, of any contractor, or sub-contractor employee, working on this contract who has had access to AOC information systems and been provided an AOC account.

e) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

f) If new or unanticipated threats or hazards are discovered by the Contractor, or if existing safeguards have ceased to function, the Contractor shall immediately bring the situation to the attention of the Contracting Officer.

(End of clause)

AOC52.245-2 Government-Furnished Property (July 2013)

(a) For the purposes of this clause, Government-furnished "property" (GFP) includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No GFP shall be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue GFP to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

- (c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of GFP.
- (d) Any GFP provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the GFP, whether used by the contractor representative or another contractor employee or subcontractor. GFP can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using GFP for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.
- (e) All GFP shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return GFP, or the return of GFP that has not been properly maintained and used, may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-2 Inspection and Acceptance (Jun 2004)

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the contractor unless loss results from negligence of the Government.

(End of clause)

AOC52.246-3 Warranty of Commercial Items (Jun 2004)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com. The provision that is in effect on the date the Contracting Officer signed this order is the provision that shall govern the order.

52.211-16	Variation in Quantity
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination - Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-20	Walsh-Healey Public Contracts Act
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222-41	Service Contract Act of 1965, As Amended
52.223-1	Biobased Product Certification
52.223-15	Energy Efficiency in Energy-Consuming Products
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.225-1	Buy American Act - Supplies
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.232-11	Extras
52.232-23	Assignment of Claims
52.243-1	Changes - Fixed Price

52.243-1	Changes - Fixed Price (Alternate I)
52.243-1	Changes - Fixed Price (Alternate II)
52.243-5	Changes and Changed Conditions
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies - Fixed-Price
52.246-6	Inspection of Services - Fixed Price
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements
52.246-16	Responsibility for Supplies
52.247-29	F.O.B. Origin
52.247-34	F.O.B. Destination
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)
52.249-8	Default (Fixed-Price Supply and Service)
52.249-10	Default (Fixed-Price Construction)

(End of clauses incorporated by reference)