SECTION H - SPECIAL PROVISIONS

H.1 Insurance

The Contractor shall carry and maintain, during the entire period of performance under this contract, the following:

(a) Workers' Compensation and Employee's Liability Insurance: minimum $100,000 per incident.

(b) Automobile (Vehicle) General Liability Insurance: minimum $200,000 per person; $1 million per accident; property damage $50,000.

(c) Comprehensive General Liability: minimum of $1 million bodily injury per occurrence.

(d) Other insurance as directed by the CO.

H.2 Government Liability

The House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to gross negligence on the part of the House and is recoverable under the Federal Torts Claims Act.

H.3 Liquidated Damages

a. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the House may terminate this contract in whole or in part under the Termination clause of the contract. The Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the House may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs.

b. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the Contractor.

H.4 Identification Badges

The Contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a Contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Section H.5. of this contract. House procedures will be followed with regard to Contract employees.

H.5 Prospective Employee Background Check

a. The U.S. Capitol Police will screen all Contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the Contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.