

every Senator was able to invite guests to attend the hearing. It was the first time the Senate welcomed visitors since the pandemic closed the Capitol building 2 years earlier. Among my guests were two women who drove 11 hours from Chicago, with four other people in the car, just to be in the room for the historic occasion.

One of the women was in her 70s and had worked for civil rights causes for 50 years. She said that as she watched Judge Jackson make history, she thought of all the strong Black women who came before and helped make that moment possible. Leaders like Sojourner Truth, Harriet Tubman, Ida B. Wells, my old friend, the Rev. Willie Barrow, a Black woman minister from Chicago who worked alongside Dr. Martin Luther King, Jr.

Another name she could have added to that list of history-shaping women is Billie Jean Paige. Billie was a legend and an inspiration in politics in Chicago and Springfield. And my wife Loretta and I were fortunate to be able to count her as a good friend of many years. She passed away earlier this year.

Her last name was spelled P-A-I-G-E. If that sounds familiar, it could be because it is the same spelling as the legendary baseball player Satchel Paige. And that is no coincidence. Satchel Paige was the stepfather of Billie's husband of 65 years, George Paige.

Billie was a patriot and a force for progress. She came to lobbying almost by accident. As her husband George recalls it, Billie was working for State Representative Gerald Shea in his Chicago office as a 100-word-per-minute typist, back when Jerry Shea was the first Mayor Daley's go-to man in Springfield. One day, Jerry Shea needed someone to drive to Springfield and file an amendment. But the office was short-handed so he asked Billie to do it. She protested that she wasn't a lawyer. Jerry replied, "You don't have to be a lawyer to do this. You just have to be smart"—and was she ever.

Billie graduated from an all-girls Catholic high school at 15, and she graduated from Roosevelt University at 19. But her intellect alone is not what made her such a powerful advocate for her clients and the causes she cared about. Billie had a rare ability to make people feel heard, seen, and respected. She understood that the best way to make lasting progress was to allow people to speak their minds—and discover common interests. She was always concise, constructive, and respectful—even if she disagreed with you. Our democracy would be healthier today if more people believed, as Billie did, that none of us have a monopoly on political wisdom, and there can be more than one way to achieve one's goals.

Twenty years ago, Billie, my wife Loretta, Dawn Clarke Netsch, and a group of other strong, like-minded women set out to pass along their knowledge about how to make political change.

They created a project called IWIL, the Illinois Women's Institute for Leadership Training Academy. Billie was a founding member and an indispensable part of IWIL. Over the years, IWIL has trained nearly 250 women to be leaders in politics, law, government, business, and civil society.

A true trailblazer, Billie was the first Black woman lobbyist in Springfield and the first Black woman in America to head a State unemployment program. And well into her 80s, Billie was still lobbying to shape laws and make her mark on history in Springfield.

Loretta and I are grateful to have had the benefit of Billie's friendship and wisdom for so many years. We offer our sincere condolences to all those who loved and admired her—especially her husband George and their son Gary, Billie's daughter-in-law, Apryl and Jacinta, and her granddaughter Daria.

### SENATE PROCUREMENT REGULATIONS

Ms. KLOBUCHAR. Mr. President, I ask unanimous consent that the following notice be printed in the RECORD.

There being no objection, the material was ordered to be printed in the RECORD, as follows:

#### SENATE PROCUREMENT REGULATIONS

(ADOPTED BY THE COMMITTEE ON RULES AND ADMINISTRATION ON DECEMBER 19, 2022)

Pursuant to jurisdiction over the payment of money from the contingent fund of the Senate, as set forth in 2 U.S.C. §6503 and Rule XXV of the Standing Rules of the Senate, the Senate Committee on Rules and Administration hereby establishes the following Senate Procurement Regulations. These Regulations govern the procurement of personal property and non-personal services with appropriated and revolving account funds in the Senate. These Regulations replace and supersede the Senate Procurement Regulations approved by the Rules Committee on December 31, 1998, as amended on September 13, 1999.

#### PART 1

##### GENERAL PROVISIONS

##### 1.1 Definitions

Unless a different definition is prescribed for a specific portion of these Regulations or the context clearly requires a different meaning, the following definitions apply:

"Approval authority" means a person who is authorized to approve a procurement within the limits specified in these Regulations. Approval authorities include Senators, chairs of Senate committees, and officers of the Senate.

"Acquisition" means the acquiring by contract of supplies or services by and for the use of the Senate through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when needs are established and includes the description of requirements to satisfy needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling Senate needs by contract.

"Business day" excludes Saturdays, Sundays and Federal holidays.

"Chair" means the Chair of the Senate Committee on Rules and Administration.

"Commercial item" means an item customarily used by the general public or for nongovernmental purposes that (1) has been sold, leased, or licensed to the general public; (2) has been offered for sale, lease, or license to the general public; or (3) has evolved from a commercial item through advances in technology or performance and that is not yet available to the general public, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Senate solicitation. The term includes services associated with supporting commercial items and services of a type offered or sold competitively in substantial quantities in the commercial marketplace on the basis of established catalog or market prices for specific tasks performed under standard commercial terms and conditions.

"Contract" means a mutually binding legal relationship obligating the seller to furnish supplies or services and the buyer to pay for such supplies or services. It includes all types of commitments that obligate the Senate to an expenditure of appropriated funds and that, except as otherwise authorized, are made in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; orders issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

"Contract modification" means any written change to the terms of the contract through one of the following types of contract actions:

(a) **Bilateral.** A bilateral modification (supplemental agreement) is a contract modification that is signed by the contractor and the contracting officer. Bilateral modifications are used to:

(1) Make negotiated equitable adjustments resulting from the issuance of a change order; and

(2) Reflect other agreements of the parties modifying the terms of contracts.

(b) **Unilateral.** A unilateral modification is a contract modification that is signed only by the contracting officer. Unilateral modifications are used, for example, to:

(1) Make administrative changes;

(2) Issue change orders;

(3) Make changes authorized by clauses other than a changes clause; and

(4) Issue termination notices.

"Contracting officer" means a person delegated authority by the Senate Sergeant at Arms or the Secretary of the Senate, to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Senate.

"Contracting officer representative" means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions to assist in the technical monitoring or administration of a contract. A contracting officer representative is nominated by the approval authority and appointed by a contracting officer.

"Cost-plus-a-percentage-of-cost contract" means contracts under which a contractor receives reimbursement of its actual costs, plus payment of a percentage of those actual costs as profit.

"Day" means, unless otherwise specified, a calendar day.

"Governmentwide acquisition contract" (GWAC) means a task-order or delivery-order contract for information technology established by one agency for governmentwide use.

"Governmentwide point of entry" (GPE) means the single point where government business opportunities, including synopses of

proposed contract actions, solicitations, and associated information, can be accessed electronically by the public. The GPE is located at <https://sam.gov/>.

“GSA eBuy” is an electronic Request for Quotation system designed to allow ordering activities to post requirements, obtain quotes, and issue orders for services and products offered through the U.S. General Services Administration’s (GSA) multiple award schedule and GSA technology contracts.

“Indefinite delivery indefinite quantity contract” (IDIQ) means a type of contract that provides for an indefinite quantity of supply or services during a fixed period of time. These contracts are used when the Senate cannot determine the exact time, or the precise quantities of products or services that it will need. These contracts are awarded for a base year and option years and allow the Senate to place delivery orders or task orders against the base contract for individual requirements. An IDIQ contract may specify a minimum quantity that should not exceed an amount that the Senate is fairly certain to order; a maximum quantity under each task or delivery order and for all orders during specific periods of time (base year, option year, total contract period of performance); and ordering procedures that, in a multi-award IDIQ contract, provide an opportunity for all contract holders to respond to task order requests.

“Interested party” means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. After the submission of proposals, an interested party must be an actual bidder or offeror with a direct economic interest.

“Lowest price technically acceptable” means a source selection process in which award is made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

“Micro-purchase” means an acquisition the aggregate amount of which does not exceed the micro-purchase threshold which is established at \$10,000.

“Multiple year contract” means a contract having a term of more than one (1) year separated by option periods not to exceed one year each.

“Multi-year contract” means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), program years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and, if it does so provide, may provide for a cancellation payment to be made to the contractor if appropriations are not made. The key distinguishing difference between multi-year contracts and multiple year contracts is that multi-year contracts buy more than one (1) year’s requirement of a product or service without establishing and having to exercise an option for each program year after the first.

“Option” means a unilateral right in a contract by which, for a specified time, the Senate may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract.

“Personal services contract” means a contract that, by its express terms or as administered, makes the contractor personnel appear to be, in effect, Senate employees.

“Procurement(s)”. See “Acquisition.”

“Procurement Procedures” mean those procedures issued by the Senate Sergeant at Arms, in consultation with the Secretary of the Senate, subject to the approval of the

Chair acting on behalf of the Rules Committee, governing the acquisition of supplies or services processed by the Senate Sergeant at Arms or the Secretary of the Senate.

“Property” means personal property, as opposed to real property.

“Ratification” means the act of approving an unauthorized commitment by an official who has the authority to do so.

“Rules Committee” means the Senate Committee on Rules and Administration.

“Services” means non-personal services; personal service contracts are prohibited unless specifically authorized by the Senate. See 2 U.S.C. 6505.

“Shall” means the imperative.

“Small purchase” means an acquisition in an aggregate amount that exceeds \$10,000, but does not exceed \$100,000.

“Simplified acquisition” is a contracting method for acquisitions in an aggregate amount that exceeds \$100,000 but does not exceed \$250,000 or, in the case of commercial items, does not exceed \$7,500,000, which reduces the amount of paperwork associated with solicitation and evaluation of offers.

(a) When soliciting proposals or quotations in a simplified acquisition procurement, the contracting office may publish a single synopsis/solicitation, and shall provide a reasonable response period that may be less than thirty (30) days.

(b) When selecting a contractor in a simplified acquisition procurement, there is no requirement for a formal evaluation plan, establishing a competitive range, or conducting discussions. The contracting officer has broad discretion to establish suitable evaluation procedures, which shall be disclosed in the combined synopsis/solicitation.

(c) The contracting officer may choose the successful offeror.

(d) Documentation may be kept to a minimum. The contracting officer shall record a determination of price reasonableness, supporting documentation such as abstracts of prices and, if other than price-related factors were considered, and a narrative statement reflecting the basis for the award decision.

“Unauthorized commitment” means an agreement that is not binding upon the Senate solely because the representative who made it lacked the authority to enter into that agreement on behalf of the Senate.

“Unauthorized contract award” means a contract award made without the approvals required by these Regulations, but that would otherwise have been proper if all necessary approvals were obtained prior to contract award.

#### 1.2 Authority

(a) Pursuant to 2 U.S.C. 6503 and Rule XXV of the Standing Rules of the Senate, the Chair, acting on behalf of the Rules Committee, approves all vouchers that will be charged to the contingent fund of the Senate. To facilitate the approval of vouchers, all expenses to be approved by the Chair must be incurred in accordance with these Regulations.

(b) The Senate Sergeant at Arms shall be responsible for processing procurements, including procurements initiated by Senate committees of more than \$100,000, through the Senate Sergeant at Arms Acquisition Office, as set forth in these Regulations. The Secretary of the Senate shall be responsible for procurements initiated by the Secretary of the Senate, but may utilize the Sergeant at Arms Acquisitions Office to assist with processing such procurements.

(c) All additional procedures to be issued by the Senate Sergeant at Arms, in consultation with the Secretary of the Senate, pursuant to these Regulations, must be approved by the Rules Committee before taking effect.

#### 1.3 Exceptions

These Regulations apply to all Senate procurements except—

(a) Procurement of consultant services by the Majority and Minority Conference Committees of the Senate pursuant to 2 U.S.C. 6157; by the Standing Committees of the Senate pursuant to 2 U.S.C. 4301; by the Majority Leader, Minority Leader, Secretary of the Senate, or Legislative Counsel of the Senate pursuant to 2 U.S.C. 6501; or by the Senate Sergeant at Arms pursuant to 2 U.S.C. 6599;

(b) Procurements by the Secretary of the Senate for supplies pursuant to 2 U.S.C. 4102–4106, 6572; or for the operation of the Senate Gift Shop pursuant to 2 U.S.C. 6576; or for substitute or temporary reporters of debates or expert transcribers pursuant to 2 U.S.C. 6544;

(c) Procurements that involve funds in a Senator’s official personnel and office expense account;

(d) Procurements of \$100,000 or less that involve funds in a Senate committee account;

(e) Procurements of access to digital or print subscriptions to news media services;

(f) Procurements of access to digital or print subscriptions to research databases or related services;

(g) Procurements of utility services (including but not limited to internet, frame relay, cellular, telecommunication, or satellite services, and related devices bundled with such services) that are recurring in nature or are reimbursed to the Senate Sergeant at Arms from office or other official expense accounts over which they have general authority to expend funds;

(h) Procurements of utility services (including, but not limited to internet, frame relay, cellular, telecommunications, or satellite services and related devices bundled with such services) for the Senate Sergeant at Arms;

(i) Leases for Senators’ home state offices space pursuant to 2 U.S.C. 6317 and funded by the Senate Sergeant at Arms and signed for by a Senator directly;

(j) Reimbursement of the Department of Homeland Security, Federal Protective Service, for security services for Senators’ state offices located in GSA facilities;

(k) Acquisition of furniture, equipment, and office furnishings provided by GSA pursuant to 2 U.S.C. 6317, in addition to any space alteration performed by the GSA; and

(l) When the exigencies of the Senate require deviation from these Regulations, as evidenced by written authorization from the Chair, acting on behalf of the Rules Committee.

#### 1.4 Rules Committee Approval

(a) The following procurements may be processed without the prior approval of the Chair.

(1) Procurements by Senate committees in the amount of \$100,000 or less.

(2) Procurements by Senate committees that exceed \$100,000, and are made through the Acquisition Office of the Senate Sergeant at Arms, subject to these Regulations and the Senate Sergeant at Arms Procurement Procedures.

(3) Procurements made through purchase cards (including Economic Allocation Fund purchase cards, Senate travel cards, and purchase cards), in accordance with applicable regulations approved by the Rules Committee.

(4) Procurements approved by the Senate Sergeant at Arms or Secretary of the Senate, as follows—

(i) Initial contract awards or purchase orders in the amount of \$500,000 or less.

(ii) In-scope contract modifications in the amount of \$100,000 or less; or where the amount of the modification, combined with any prior modifications, is less than twenty

(20) percent of the previously approved contract award amount, whichever is greater.

(iii) With reasonable prior notification to the Rules Committee—

(A) Awards of Senate IDIQ contracts without funding;

(B) The exercise of an existing priced optional task or option period in the amount of between \$500,000 and \$1,000,000, that was not previously approved by the Rules Committee;

(C) Not exercising a previously approved contract option period previously approved by the Chair; or

(D) The issuance of a task, delivery order or call in the amount of between \$500,000 and \$1,000,000 against a GSA Schedule contract; a Senate IDIQ contract; an agency's GWAC; or any other U.S. Government contract available for Senate use.

(b) All other procurements, including multi-year contracts of any amount, that are not otherwise exempt from these Regulations, must be approved in advance by the Chair, acting on behalf of the Rules Committee.

#### 1.5 Delegation of Authority

With the approval of the Chair, acting on behalf of the Rules Committee, the Secretary of the Senate and Senate Sergeant at Arms may delegate procurement authority. Such delegations shall be in writing and shall state the limits of the procurement authority to be delegated.

#### 1.6 Required Procedures

(a) Procurements by Senate Personal Offices are exempt from these Regulations. However, for procurements exceeding \$10,000, Senate Personal Offices are encouraged to seek the assistance of the Acquisition Office of the Senate Sergeant at Arms.

(b) Procurements by Senate committees in the amount of \$100,000 or less are exempt from these Regulations. However, for procurements exceeding \$10,000, Senate committees are encouraged to seek the assistance of the Acquisition Office of the Senate Sergeant at Arms.

(c) The Senate Sergeant at Arms shall issue the Sergeant at Arms Procurement Procedures, in consultation with the Secretary of the Senate, subject to the approval of the Chair, acting on behalf of the Rules Committee, governing the acquisition of supplies or services processed by the Senate Sergeant at Arms or the Secretary of the Senate, as follows—

(1) Micro-purchase procedures governing procurements of \$10,000 or less, in accordance with the policies set forth in paragraph 2.2(a);

(2) Small purchase procedures governing procurements that exceed \$10,000 but do not exceed \$100,000, in accordance with the policies set forth in paragraph 2.2(b); and

(3) Simplified acquisition procedures governing procurements that exceed \$100,000 but do not exceed \$250,000 or, in the case of commercial items, does not exceed \$7,500,000, in accordance with the policies set forth in paragraph 2.2(c).

#### 1.7 Waiver of These Regulations

The Chair, acting on behalf of the Rules Committee, may grant a waiver to any provision of these Regulations, as required to meet the needs of the Senate, consistent with applicable law, Standing Rules of the Senate, and Standing Orders of the Senate.

#### 1.8 Prohibition on Splitting Procurements

Requirements shall not be split into multiple smaller procurements in order to keep the value within any approval limits or required regulation limits set forth in these Regulations. During acquisition planning, every reasonable effort shall be made to anticipate and include within a procurement all subsequent requirements for the same products or services within the same fiscal year.

#### 1.9 Personal Services Contracts Prohibited

Contracts for personal services are not permitted under these Regulations, unless specifically authorized by the Senate, pursuant to 2 U.S.C. 6505 or other applicable law.

#### 1.10 Ratification of Unauthorized Contract Awards

All contracts shall be entered into with appropriate authorization. An unauthorized contract award, if otherwise proper, may be ratified in writing by an approval authority with the authority to award the contract pursuant to these Regulations.

#### 1.11 Conflict of Interest

Transactions relating to the expenditure of public funds require the highest degree of public trust. In dealing with contractors, Senate personnel are subject to the Senate Code of Official Conduct and applicable law, and should make every effort to avoid even the appearance of impropriety or of a conflict of interest. Their official conduct should be such that they would have no reluctance to make a full public disclosure of their actions.

#### 1.12 Contracts with Business Concerns Substantially Owned or Controlled by Senate Employees

Contracts between the Senate and employees of the Senate or business concerns or organizations substantially owned or controlled by Senate employees shall be avoided. Exceptions may be made only with the approval of the Chair, acting on behalf of the Rules Committee, consistent with applicable laws and the Senate Code of Official Conduct. In addition, Senate employees shall not participate in any decision, recommendation, award, or other activity regarding a contract with a business concern or organization in which they have a financial interest and are prohibited from such activity if their financial interest represents a substantial portion of the holdings or assets of the Senate employee.

#### 1.13 Protection of Sensitive Information

Personal, proprietary, or Senate procurement information are considered "sensitive" information and shall not be released to the public.

#### 1.14 Firms or Individuals Ineligible for Federal Contracts

The governmentwide point of entry provides access to active exclusion records for organizations and individuals indicating if they are debarred, suspended, or otherwise ineligible for the award of contracts above the micro-purchase threshold by the Senate. Contracts above the micro-purchase threshold shall not knowingly be awarded to a firm or individual that are debarred, suspended, or otherwise ineligible for award. Inquiries may be directed to the Acquisition Office of the Senate Sergeant at Arms.

#### 1.15 Small Businesses

Procurement of Senate requirements from small business concerns and small business development programs is encouraged but not mandated. Small business concerns may be identified through the Dynamic Small Business Search tool, available through the Small Business Administration.

#### 1.16 Responsible Prospective Contractors

Contracts shall be awarded only to prospective contractors that have demonstrated a satisfactory record of past performance and the capacity, capability, and financial means to complete the contract.

#### 1.17 Prohibition on Cost-Plus-a-Percentage-of-Cost Contracts

Contracts under which a contractor receives reimbursement of its actual costs, plus payment of profit as a specified percent-

age of the contractor's actual cost of accomplishing the work, are prohibited. Any fee or profit to be paid to a contractor shall be negotiated separately and not be computed as a percentage of actual cost. Contracts shall avoid computations of fees or profits that may create an incentive to increase a contractor's reimbursable costs.

### PART 2 POLICIES

#### 2.1 Competition

(a) All purchases and contracts shall be made on a competitive basis to the maximum extent practicable, consistent with the best interests of the Senate. Procurements shall be structured to provide an equitable opportunity to all prospective, qualified contractors to the maximum extent practicable.

(b) Reasonable acquisition planning and appropriate market research shall be conducted prior to efforts to compete Senate procurements.

(c) It is the policy of the Senate that specifications should be performance-based and should not include features available from only one vendor, or requirements able to be met by only one vendor, unless those features or requirements represent a mandatory requirement of the Senate.

#### 2.2 Micro-purchases, Small Purchases, and Simplified Acquisition Procedures

##### (a) Micro-purchases

(1) For Senate procurements of \$10,000 or less, the purchase card should be used to the maximum extent practicable and require no more than one quote if the purchase card holder determines that the price is reasonable and that the procurement has not been split to avoid a requirement for competition.

##### (b) Small Purchases

(1) Senate procurements that exceed \$10,000 but do not exceed \$100,000 shall be conducted as follows:

(i) The procedures may permit awards on the basis of documented comparison of at least three competitive quotations, if available, with or without advertisement on the GPE or another authorized location for posting procurement notices.

##### (c) Simplified Acquisition Procedures

(1) Senate procurements within the simplified acquisition threshold, that exceed \$100,000 but do not exceed \$250,000 or, in the case of commercial items, does not exceed \$7,500,000, shall be conducted consistent with the definition of "simplified acquisition procedures" set forth in this Regulation and as follows:

(i) The procedures may require advertisement, if required by the Rules Committee, of procurement opportunities on the GPE or another authorized location for posting procurement notices (e.g. GSA eBuy), which may be in the form of a combined synopsis/solicitation or special notice, and may provide for any reasonable response time, which may be fewer than thirty (30) days.

(ii) The procedures shall provide for the use of simplified acquisition procedures for purchases of commercial items up to \$7,500,000.

(iii) If a lowest price technically acceptable source selection process is used, a request for quotations can be issued in writing to a minimum of three vendors.

#### 2.3 Procurements Exceeding the Simplified Acquisition Threshold

(a) Senate procurements in amounts that exceed the simplified acquisition threshold set forth in section 2.2, shall be conducted on the basis of full and open competition, to the extent practicable, and the Rules Committee may require that the procurement be advertised on the GPE for a period of not less than thirty (30) days, unless an exception to this requirement applies. If a lowest price technically acceptable source selection process is

used, a request for quotation can be issued in writing to a minimum of three vendors.

(b) **Negotiated Procurements**

(1) In conducting negotiated procurements, the Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, may issue a request for proposal that contains necessary contractual provisions and describes the Senate's requirements and the basis upon which the successful offeror will be selected, and soliciting proposals.

(2) Alternatively, the Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, may publish a sources sought notice or a request for information (RFI) in order to identify firms or individuals from whom proposals may be solicited. The notice or RFI shall summarize the Senate's requirements and solicit abbreviated descriptions of contractor capabilities and experience and may include other information including sample pricing, the Senate Sergeant at Arms or Secretary of the Senate, as appropriate, deems necessary. The notice or RFI may advise that requests for proposals be issued only to those respondents determined to be the best qualified in accordance with the criteria set forth in the notice or RFI.

(3) **Competitive Range and Discussions**

(i) After receipt and evaluation of initial proposals from a Senate Sergeant at Arms or Secretary of the Senate, as appropriate, issued request for proposal, the Senate Sergeant at Arms or Secretary of the Senate, as appropriate, may establish a competitive range consisting of only the highest-rated proposals, and may conduct exchanges limited to those offerors whose proposals are within the competitive range.

(ii) Offerors whose proposals are not selected for the competitive range shall be given prompt notice.

(c) **Requests for Quotations**

(RFQ) and **Invitations for Bids**

(1) If the Senate Sergeant at Arms or Secretary of the Senate, as appropriate, concludes, during acquisition planning, that discussions with the offerors will not be required, the Senate Sergeant at Arms or Secretary of the Senate, as appropriate, may issue a RFQ or invitation for bids.

(d) **GSA Schedules**

(1) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, may, without prior publication of a procurement notice, procure supplies and services from the GSA Schedules if the proposed contract or order will be issued to the schedule vendor representing the best value to the Senate, price and other factors considered.

(2) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, may order products or services from the GSA Schedules, in accordance with prescribed GSA procedures which shall be considered to meet the requirements of full and open competition under these Regulations.

(3) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, shall seek competitive pricing to the degree practicable, in accordance with GSA procedures. Evidence of compliance with GSA procedures when using GSA eBuy and the basis for any best-value tradeoff determination shall be recorded in the contract file.

(e) **Senate IDIQ Contracts and Agreements, and other Agency's GWACs**

(1) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, may, without prior publication of a procurement notice, procure supplies and services from Senate single-award; multiple-award IDIQ contracts or blanket purchase agreements; or other agencies' GWACs in accordance with terms and conditions of those contracts.

(2) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate,

shall ensure that all holders of multiple-award contracts are considered for the issuance of the task order, and that competitive pricing is obtained.

(3) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, shall record the basis for any best-value tradeoff determination in the contract file.

(f) **Unsuccessful Offerors**

(1) The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, shall give unsuccessful offerors prompt notice that their quotations or proposals were not accepted, normally within five (5) business days of the contract award.

(2) If an unsuccessful offeror submits a request, and such request is received by the Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, within three (3) business days of the notice required in paragraph 2.3(f)(1), the Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, shall provide a brief explanation of the basis for the award decision. To the maximum extent practicable, the brief explanation should be furnished within ten (10) business days after receipt of the written request.

**2.4 Records of Contract Actions**

All actions taken with respect to a contract, including final disposition, shall be documented in a contract file. To the extent that existing documents do not reflect all actions taken, a signed and dated contemporaneous memoranda or summary statement describing such contract actions shall be prepared and retained in the contract file.

**2.5 Contract Clauses**

The contracting officers shall ensure that all Senate contracts include all clauses necessary to comply with applicable Federal law.

**PART 3  
PROTESTS**

**3.1 General**

(a) Senate procurement actions may be protested by any interested party on the basis that the procurement action is improper or in violation of applicable federal law, Senate rule or Senate Regulation.

(b) No protest under paragraph 3.1(a) is authorized in connection with the award of a contract or the issuance of a task order, except:

(1) A protest of a contract award valued in excess of \$100,000.

(2) A protest of a task order valued in excess of \$10,000,000.

(c) Protests of procurement actions shall be addressed to the Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, within the time limits prescribed in paragraph 3.2(b). The Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, shall respond to all protests, and take appropriate action to remedy improprieties to include termination of an awarded contract.

(d) Reimbursement of bid and proposal costs or any fees associated with a bid protest proceeding as well as payment for any products or services not provided to the Senate are not authorized.

**3.2 Protest Procedures**

(a) **Filing a Protest**

(1) An interested party protesting a Senate procurement action as permitted by section 3.1 shall submit such protest, by email to [SAAAcquisitions@saa.senate.gov](mailto:SAAAcquisitions@saa.senate.gov). A copy of the protest shall be furnished to the Chair.

(2) Protests shall be concise and logically presented to facilitate review. Failure to substantially comply with any of the requirements of paragraph 3.2(a)(3) may be grounds for dismissal of the protest.

(3) Protests shall include the following information:

(i) Name, address, email, and fax and telephone numbers of the protester.

(ii) Senate solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the Senate Sergeant at Arms or by the Secretary of the Senate, as appropriate.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(b) **Time for Filing**

(1) Protests challenging the propriety of the solicitation must be filed before the closing date for receipt of initial proposals. In the case of a negotiated procurement, alleged improprieties that do not exist in the initial solicitation but are subsequently incorporated into the solicitation, must be protested no later than the next closing date for receipt of proposals following the incorporation.

(2) In cases other than those covered in paragraph 3.2(b)(1), protests must be filed not later than ten (10) days after the basis for protest is known or should have been known, whichever is earlier.

(3) Failure to timely file shall be grounds for dismissal of the protest.

(4) The term "filed" as used in this section means received by the Senate Sergeant at Arms or the Secretary of the Senate, by email, at the address identified in paragraph 3.2(a). Protests must be filed before 5:00 p.m. (ET), unless otherwise stated. Protests received after the time limits prescribed in this section, or by other than email to the identified email address for filing, will not be considered.

(5) If the end of a filing period measured in days does not fall on a business day, the next business day shall be the last day of the period.

(c) **Response and Comment**

(1) Upon receiving a protest, the Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, shall determine whether the protester is an interested party.

(2) The Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, shall attempt to resolve protests informally. If this effort is unsuccessful, notice of the protest shall be made to the successful offeror if award has been made or, if no award has been made, to all offerors that appear to have a substantial and reasonable prospect of receiving an award. Informal resolution shall generally conclude fifteen (15) days from the filing of the protest.

(3) Following the unsuccessful informal resolution to the protest, the Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, shall provide copies of all relevant and material information submitted by a protester in support of the protest to the contractor if the award has been made, or, if no award has been made, to interested parties, who appear to have a substantial prospect of receiving an award, for comment, unless withholding of the information is required by applicable law or regulation or because the information is proprietary or solely personal in nature. The protester shall have the opportunity to redact all confidential and proprietary information. Allegedly proprietary or confidential information must be specifically identified as such wherever it appears, and the statement must specifically

address which parties should not be given access to the information, as well as the basis for restricting the access.

(4) The Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, shall prepare a response to the protest as expeditiously as possible following the unsuccessful informal resolution to the protest. The response shall generally be finalized within thirty (30) days following the unsuccessful informal resolution to the protest. A copy of the response shall be furnished to the protestor and other interested parties that appear to have a substantial prospect of receiving an award, who shall be provided an equitable opportunity for comment, not more than fifteen (15) days following the issuance of the response noted in paragraph 3.2(c)(4).

(5) Comments must be filed before 5:00 p.m. (ET), unless otherwise stated. Failure of a protestor or any interested party to comply with the time limits set in accordance with this section may result in resolution of the protest without consideration of comments untimely filed.

(6) If the end of a filing period measured in days does not fall on a business day, the next business day shall be the last day of the period.

#### (d) Withholding of Award

(1) When a protest has been filed before award, the Secretary of the Senate or Senate Sergeant at Arms, as appropriate, should not make an award before the protest is resolved unless the Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, determines that the item being procured is urgently needed or other compelling circumstances exist.

#### (e) Time for Decision

(1) Every effort should be made to issue a decision on a protest expeditiously after receipt of all information submitted by all interested parties. The Secretary of the Senate or the Senate Sergeant at Arms shall make their best efforts to resolve protests within one hundred (100) days after the protest is filed.

#### (f) Appeals

(1) Any interested party that submitted comments during consideration of the protest may appeal a decision on the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is sought, specifying any errors of law, and shall be submitted to the Chair, by email to [Appeals@rules.senate.gov](mailto:Appeals@rules.senate.gov). A copy of the appeal shall be furnished to the Senate Sergeant at Arms or the Secretary of the Senate, as appropriate, by email to [SAAAcquisitions@saa.senate.gov](mailto:SAAAcquisitions@saa.senate.gov).

(2) Appeals shall be filed no later than ten (10) business days after the basis for reconsideration is known or should have been known, whichever is earlier. The term "filed" as used in this section means received by the Rules Committee, in accordance with paragraph 3.2(f)(1). Appeals must be filed before 5:00 p.m. (EST), unless otherwise stated. Failure to comply with the time limits set in accordance with this section may result in dismissal of the appeal.

(3) The Chair, acting on behalf of the Rules Committee, is the final decision authority on protests involving a Senate procurement. At their discretion, the Chair, acting on behalf of the Rules Committee, may ask the Comptroller General for an advisory opinion.

#### (g) Basis for Sustaining a Protest After Award

(1) A protest will not be sustained after contract award unless it is demonstrated that the protester was prejudiced; that is, that the protester would have been awarded a contract but for an impropriety or violation of law, regulation, or Senate rule, that was identified by the protest.

#### (h) Remedies

(1) The Chair, acting on behalf of the Rules Committee, may, in their discretion, order any appropriate remedy in the event of a successful bid protest, including:

(i) The solicitation may be modified and procurement activity resumed.

(ii) An awarded contract may be terminated and procurement activity resumed.

(iii) An awarded contract may be terminated, and award may be made to the protestor, if appropriate.

(2) Nothing in these Regulations precludes the termination or modification of the procurement if such action is deemed to be in the Senate's best interest.

### PART 4 DISPUTES

#### 4.1 General

I. It is inevitable that, from time to time, disagreements or disputes regarding the terms or performance of a contract will arise between the Senate and its contractors. The prompt and fair resolution of these matters is in the best interests of the Senate. Informal resolution of disagreements or disputes through negotiated agreement is preferred.

#### 4.2 Dispute Procedures

(a) All disputes shall be submitted to [SAAAcquisitions@saa.senate.gov](mailto:SAAAcquisitions@saa.senate.gov).

(b) For contracts up to \$100,000, the original approval authority shall issue a final determination on all unresolved disputes provided that the determination does not have the effect of increasing the contract cost beyond the approval authority's procurement authority plus twenty (20) percent of the original contract price. Approval authorities may recommend to the Chair approval of a contractor's claim exceeding their authority.

(c) For contracts exceeding \$100,000, the Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, shall issue a final determination on all unresolved disputes provided that the determination does not have the effect of increasing the contract cost beyond the approval authorities set forth in paragraph 1.4(a)(4)(ii). The Secretary of the Senate or the Senate Sergeant at Arms may recommend to the Chair, approval of a contractor's claim that exceeds this authority.

(d) All final determinations from the Secretary of the Senate or the Senate Sergeant at Arms may be appealed to the Chair.

(e) Approval authorities shall notify the Secretary of the Senate or the Senate Sergeant at Arms, as appropriate, whenever it appears that a significant disagreement or dispute is incapable of resolution by negotiation and that it will be necessary to invoke the formal dispute procedures.

(f) All final determinations shall include the following language:

"This determination is made in accordance with the disputes clause and shall be final unless, within thirty (30) business days from the date of its receipt, a written notice of appeal is filed with the Chair of the Senate Committee on Rules and Administration and furnished to the approval authority. The notice of appeal, which must be signed by you as the contractor or by an attorney acting on your behalf, and which may be in letter form, shall indicate that an appeal is intended and shall refer to this document and identify the contract by number. The notice of appeal shall include a statement of the reasons why the determination decision is considered to be erroneous. The Chair of the Committee on Rules and Administration, acting on behalf of the Committee, may ask the Comptroller General for a recommendation on the appeal."

#### 4.3 Time for Filing a Claim

Claims must be filed within ninety (90) days of the date the claim accrued.

#### 4.4 Negotiated Resolutions

Approval authorities may negotiate resolutions involving contract modifications only to the extent such modifications are within their authority.

#### 4.5 Appeal Authority

The Chair, acting on behalf of the Rules Committee, is the final authority for review of final decisions regarding contract disputes and shall be designated as such in all contracts when the determination has the effect of increasing the contract cost beyond the approval authorities set forth in paragraph 1.4(a)(4)(ii). The Chair, acting on behalf of the Rules Committee, may ask the Comptroller General for an advisory opinion.

#### 4.6 Time for Appeals

(a) Appeals from a final determination must be filed with the Chair within thirty (30) business days of the appellant's receipt of the determination in order to be considered by the Chair. For the purposes of this section, "filed" means received by the Rules Committee. Appeals must be filed before 5:00 p.m. (ET), unless otherwise stated.

(b) If the end of a filing period measured in days does not fall on a business day, the next business day shall be the last day of the period.

(c) Failure to comply with the time limits set in accordance with this section may result in dismissal of the appeal.

### TRIBUTE TO RETIRING SENATORS

Mr. CASEY. Mr. President, the end of every Congress brings with it the reality that fellow colleagues in the Senate will no longer serve with us when the new Congress convenes in January. As we rush to complete the work of this Congress and in our eagerness to return home to spend time with our families for the holidays, it is important that we pause to thank departing Members for their years of public service to their constituents and to the country. On December 15, I spoke on the floor to commend the Senate service of my fellow Pennsylvanian, Senator PAT TOOMEY.

Senator PAT LEAHY of Vermont has served nearly 48 years in the Senate, and his list of accomplishments is as long as his tenure. I first got to know Senator LEAHY when I was a new Senator and a junior member of the Committee on Agriculture, Nutrition, and Forestry, a committee that Senator LEAHY once chaired. I was able to work with him and learn from him about all issues related to the dairy farming, which is of particular importance to both Vermont and my home State of Pennsylvania. Senator LEAHY is also known, among other things, for his fierce commitment to human rights around the world, his long-time work advancing the cause of justice on the Judiciary Committee, his outstanding work on the Appropriations Committee, his fierce defense of the Senate as an institution, and, most of all, as the greatest advocate for the people of Vermont that the State has ever known. He has also found time for his personal passion of photography and to appear in five Batman movies. The Senate as an institution and I personally will miss serving with PAT. My