

**U.S. HOUSE OF REPRESENTATIVES
TECHNOLOGY SERVICES
STATEMENT OF WORK
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**U.S. HOUSE OF REPRESENTATIVES
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STATEMENT OF WORK**

1.0 Introduction

The Office of the Chief Administrative Officer (“**CAO**”) has been tasked by the Committee on House Administration with supporting and maintaining the information technology (“**IT**”) and service support structure of the U. S. House of Representatives (“**House**”). The environment is composed of 441 Member offices and over 50 Committee, Leadership and support offices. There are approximately ten thousand 10,000 staffers of the House and approximately 950 district offices across the United States and Territories.

2.0 Definitions

As used in this Statement of Work, the following definitions apply:

“**Addendum**” or “**Addenda**” has the meaning set forth in Section 5.2(d) of this Statement of Work.

“**Business Day**” means any day other than a Saturday, a Sunday or other day on which the House is required or authorized to be closed.

“**CAO**” means the Office of the Chief Administrative Officer of the U. S. House of Representatives.

“**Client**” means any Member of Congress, House Committee, House Leadership office or other House office that the Contractor may provide Technology Services to under a Client Work Order.

“**Client Work Order**” has the meaning set forth in Section 4.0(b) of this Statement of Work.

“**CMS Contractor**” has the meaning set forth in Section 6.0 of this Statement of Work.

“**CMS Package**” means a correspondence management system (also known as customer relationship management (CRM) software).

“**CMS Services**” means services related to the provision of a CMS Package provided by the Contractor to the Client. CMS Services shall not include Maintenance Services or Systems Administration Services.

“**CO**” means Contracting Officer.

“**Confidential Information**” has the meaning set forth in Section 19.0(a) of this Statement of Work.

“**Congressional Transition**” has the meaning set forth in Section 9.1 of this Statement of Work.

“**Contract**” means the Contract with each Contractor resulting from Solicitation Number OAM16047S, by and between the Contractor and the House.

“**Contractor**” has the meaning set forth in Section 3.0 of this Statement of Work.

“**Contractor Pre-Existing Rights**” means any and all Software and other intellectual property rights owned by or licensed by the Contractor and incorporated in or required to operate any Work Product that is pre-existing on the effective date of the Client Work Order governing the development of such Work Product. Contractor Pre-Existing Rights shall additionally include any enhancements, modification, and updates thereto made by Contractor or its licensor in the general course of business, and not (A) made pursuant to a Client Work Order or (B) paid for by Client pursuant to the Technology Services Contract.

“**COR**” means the Contracting Officer’s Representative (see, especially, Section G.1(b) of the Contract).

“**Enhancements**” means, without limitation, bug fixes, improvements, error corrections, patches, design changes, revisions, upgrades, derivative works, enhancements, updates, new releases, new features, new functionality and new versions.

“**Escrow Information**” means any and all passwords, credentials and associated information necessary to access and control any and all of the operating systems, correspondence management systems, databases, software source code and other software of the Contractor relating to the provision of CMS Services.

“**Freshman Office**” has the meaning set forth in Section 6.8.1 of this Statement of Work.

“**House**” means the United States House of Representatives.

“**Integrated Agreement**” has the meaning set forth in Section 4.0(b) of this Statement of Work.

“**Losses**” has the meaning set forth in Section H.18 of the Contract.

“**Maintenance Contractor**” has the meaning set forth in Section 7.0 of this Statement of Work.

“**Maintenance Services**” means computer hardware break-fix services provided by the Contractor to the Client.

“**Marketing Material**” shall mean any advertising and promotional literature, press release, public statement, content in websites and social media of the Contractor relating to the technology services provided to the Client and/or the House.

“**Member**” means a representative, delegate or resident commissioner of the House.

“**Release Condition**” has the meaning set forth in Section 6.9(c) of this Statement of Work.

“**Security Office**” means the CAO’s Information Systems Security Office of House Information Resources.

“**Server owned by the Contractor or Offeror**” includes a server residing within a cloud where the cloud is owned by a third party and is leased to the Contractor or Offeror; provided that the server is under the control of the Contractor.

“**Significant Change**” means certain significant changes and enhancements to the content, design or system architecture of a CMS Package and as further defined in the *Vendor Management Policy on Significant Changes* (see Attachment J.6).

“**Software**” means: (a) computer software, websites, web pages and web content, including, where applicable, source code, object code, operating systems, application programs, file and utility programs, HTML code, scripts and interfaces, whether run locally or remotely via a network, including the Internet, or an intranet or extranet; (b) documentation for such computer software; (c) the tangible media upon which such computer software and/or documentation have been recorded or stored, including without limitation, hard copy, tapes, disks and CDs; and (d) any backups, modifications, upgrades, updates, additions, expansions, new versions, new releases or other changes to such computer software and/or documentation.

“**SOW**” means Statement of Work.

“**Statement of Work**” has the meaning set forth in Section 3.0 of this Statement of Work.

“**Systems Administration Contractor**” has the meaning set forth in Section 8.0 of this Statement of Work.

“**Systems Administration Services**” means computer equipment and network system administration services provided by the Contractor to the Client.

“**Technology Services**” means CMS Services, Maintenance Services and/or Systems Administration Services. Technology Services does not include Web Services.

“**Technology Services Software**” means all Software owned by the Contractor and used to develop or operate the Technology Services, including: (a) the most current operational version thereof, and all documentation relating thereto; (b) executable versions of all

maintenance tools and documentation, including test programs and program specifications for such Software; (c) executable versions of all systems utilities, including compiler and assembler descriptions for such Software; and (d) executable versions of all programs necessary for the efficient use and/or support of such Software. Technology Services Software does not include Third Party Software.

“**Technology Support**” means the CAO’s House Technology Support Department.

“**Third Party Software**” means Software licensed by Contractor from third parties and used to provide the Technology Services or incorporated in any Work Product.

“**Transfer Services**” has the meaning set forth in Section 16.0(a) of this Statement of Work.

“**Web Services**” means web development, maintenance or related services and products provided by the Contractor to the Client. Web Services does not include CMS Services, Maintenance Services or Systems Administration Services.

“**Work Product**” includes any and all deliverables, reports, data (including constituent data and constituent-related data), developments, inventions, ideas and discoveries, schedules and logs, technology, including patentable and un-patentable inventions, copyrights, systems administration information (including passwords), test results, testing methods, workstation images, materials, hardware, intellectual property and Software developed, discovered, improved, authored, derived, invented or acquired by, for, or on behalf of the Contractor in connection with or while performing the Technology Services. Work Product shall not include Contractor Pre-Existing Rights.

3.0 Technology Services

This statement of work (“**Statement of Work**” or “**SOW**”) provides the framework to enable Member, Committee and Leadership offices (each, a “**Client**”) to order the following from authorized companies: (a) CMS Services; (b) Maintenance Services; and/or (c) Systems Administration Services. Only companies that sign a Contract with the House to provide one (1) or more Technology Services (each such Contractor, a “**Contractor**”) will be eligible to market and sell such Technology Service(s) to a Client. A company may submit an offer to provide one (1) or more Technology Services to a Client. Such a submission qualifies the company as an “Offeror” under this Statement of Work. In submitting an offer for one (1) or more Technology Services, an Offeror may submit multiple support plans.

4.0 Scope

- a. The Contractor shall provide technical and operational support for one (1) or more Technology Services. The Contractor shall perform any and all additional tasks and duties associated with one (1) or more Technology Services necessary to perform the work described in this Statement of Work.

- b. During the term of the Contract, the Client may, from time to time, engage the Contractor to provide Technology Services. In engaging the Contractor to perform one (1) or more particular Technology Service(s), the Client shall enter into a written work order (each a “**Client Work Order**”) pursuant to which such particular Technology Service(s) shall be performed. Upon execution thereof, each Client Work Order, together with the Contract, shall constitute a complete and separate agreement among the Client, the Contractor and the House (each an “**Integrated Agreement**”). Any Technology Services performed pursuant to a Client Work Order shall be governed by the terms and conditions of the Contract.

5.0 General Requirements

- a. An Offeror must: (i) sign a non-disclosure agreement with the House; (ii) submit a support plan for each proposed Technology Service and corresponding detailed pricing list, both of which will be posted on the internal website of the House; (iii) submit a list of software supported by the Offeror with each support plan; (iv) have a physical or virtual service desk; (v) give prior notification to the Contracting Officer’s Representative (COR) in writing and obtain written approval from the Contracting Officer of any changes in a support plan, pricing list, marketing campaign, marketing literature or any other changes defined as a “Significant Change” in the *Vendor Management Policy on Significant Changes* (see Attachment J.6); and (vi) satisfy other requirements included herein or as otherwise may be negotiated.
- b. Upon notification to and approval from the Contracting Officer of any Significant Change, the Contractor may be required, at the sole discretion of the House, to enter into a modification with the Contracting Officer to modify the Contract to reflect such change before the Significant Change can be implemented.
- c. The CAO will conduct surveys and publish the results to the House internet.

5.1 Pricing

- a. Pricing Lists. Offerors must submit a detailed pricing list for each proposed support plan. Offerors are encouraged to offer pricing that is competitive and reflective of the service level being offered. Offerors may include additional pricing for services requested outside the Statement of Work in their pricing lists. Offerors and Contractors are prohibited from offering any Technology Services free of charge to a Client.
- b. Copies. Prior to signing the Contract, the Offeror shall have submitted to the House a copy of each current support plan and its corresponding pricing list for each Technology Service.
- c. Changes in Support Plans and Pricing. In accordance with Section 18.0 of this Statement of Work, the Contractor must provide prior written notification to and obtain written approval from the Contracting Officer of any change to a support plan, to pricing

or to a pricing list for a Technology Service prior to the implementation of such change.

5.1.1 *Pricing Requirements*

- a. CMS Services. An Offeror of CMS Services must include, at a minimum, the following in its pricing list: (i) monthly hosting fees; (ii) monthly support fees; (iii) data conversion charges; (iv) exit conversion charges; (v) costs associated with a Congressional Transition; and (vi) migration fees.
- b. Maintenance Services. An Offeror for Maintenance Services must include, at a minimum, the following in its pricing list: (i) monthly support fees; and (ii) costs associated with a Congressional Transition.
- c. Systems Administration Services. An Offeror for Systems Administration Services must include, at a minimum, time and materials and monthly fixed rate support fees in its pricing list.

5.2 Client Work Orders

- a. Client Authorization. Prior to commencing work, the Contractor must obtain written consent from a Client in the form of a Client Work Order. The Contractor shall submit all invoices to the Client. Invoices must include a Client Work Order signed by the Client.
- b. Client Work Order Information. The Contractor and the Client shall enter into one (1) or more Client Work Orders, in the form provided to the Contractor by the House, to define the Technology Services to be performed. The Contractor and the Client may attach change orders to a Client Work Order. Each such change order shall be incorporated into and made part of the applicable Client Work Order and the Contract.
- c. Requirements Prior to Initiation of Work. Offerors may initiate a marketing or sales discussion with the Client prior to entering into this Contract, but Contractor must not initiate any work for the Client prior to the execution of: (i) the Contract; (ii) a Client Work Order governing performance of the applicable Technology Services; and (iii) in the case of CMS Services, the successful passage of a formal evaluation by the House of the Contractor's CMS Package.
- d. Addendum to Client Work Order. The Contractor and the Client may enter into one (1) or more addenda to a Client Work Order (each an “**Addendum**” and collectively, “**Addenda**”) that provides additional terms and conditions to a Client Work Order between the Contractor and the Client. Each Addendum must be approved by the House before it is executed by the Contractor and the Client. An approved and executed Addendum shall be incorporated into and made part of such applicable Client Work Order and the Contract.
- e. Submission of Client Work Orders, Addendums, and Change Orders. Promptly after the

Contractor and the Client have executed a Client Work Order, Addendum, or Change Order, the Contractor shall submit a copy of the fully executed Client Work Order, Addendum, or Change Order to the House at the e-mail address specified in Section 2 of the Client Work Order.

- f. Delivery of Work Product. The Contractor shall deliver to the Client all of the Work Product developed pursuant to such Client Work Order (i) upon the request of the Client, (ii) in accordance with the delivery schedule set forth in each Client Work Order, and (iii) at the end of the period of performance.
- g. Automatic Termination of Client Work Orders and Integrated Agreements. Any and all Client Work Orders and Integrated Agreements shall automatically terminate without notice upon: (i) the termination of this Contract; or (ii) the completion of each term of Congress, unless otherwise superseded by the procedures set forth in the Committee on House Administration Congress Transition Policies.
- h. Termination by Client of Client Work Order. The Client may terminate a Client Work Order at any time in the discretion of the Client with written notice to the Contractor and the CO. It is recommended for Clients to terminate (i) CMS Services with thirty (30) days' prior written notice to the Contractor and the CO, and (ii) Maintenance Services and/or Systems Administration Services with fifteen (15) days' prior written notice to the Contractor and the CO. In the event of a termination, the Contractor (A) may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures; (B) shall promptly deliver to the Client all relevant Work Product (as defined in the Statement of Work) that exists on the effective termination date; and (C) shall notify the CAO within one business day.
- i. Automatic Expiration of Integrated Agreements upon Completion of Technology Services. The Client Work Order shall automatically expire upon completion of the Technology Services (as determined by the Client or the CO) set forth in each Client Work Order.

5.3 Invoices

For non-recurring payments, and including Technology Services provided under a time and materials plan, the Contractor will submit an original of each invoice for Technology Services with a copy of the applicable Client Work Order to the Client. The Contractor shall invoice the Client after work under the applicable Client Work Order has been performed by the Contractor and accepted by the Client. Unless otherwise specified in a Client Work Order, each invoice shall include: (a) the name of the Client; (b) the dates of service; (c) the name, address, phone number and contact person of the Contractor; (d) the invoice number; (e) the Client Work Order number; (f) a description of work performed or product delivered (that distinguishes between one-time and recurring services or deliverables), and corresponding cost(s); (g) the House Contract Number; (h) the invoice

date; and (i) the invoice page number. For each deliverable referenced in an invoice, the invoice shall include the (1) contract line item number (CLIN); (2) quantity delivered; (3) unit price; (4) extended price; and (5) payment terms, if appropriate (e.g., 2% 10 – Net 30). All follow-up invoices shall be marked “DUPLICATE OF ORIGINAL” on each page. The House and the Client may delay or deny payment and return any payment requests and invoices to the Contractor that do not include the information set forth herein.

5.3.1 *Refunds*

- a. If a Client Work Order is terminated in accordance with the termination clause of the Contract and the Contractor has received any advance payments for Technology Services covered under such Client Work Order, the Contractor shall make refunds to the Client for any services not yet rendered.
- b. If an advance payment is made for a service (or quantity of service) that cannot be provided by the Contractor during the life of the Client Work Order (or if it is sooner, by any deadline imposed by the Advance Payment regulations of the House as set forth in the *Members’ Congressional Handbook* or the *Committees’ Congressional Handbook*, as applicable), the Contractor shall make refunds to the Client for any service that cannot thereby be rendered.

5.3.2 *Fee Disputes*

In the event the Client in good faith disputes an invoice submitted by the Contractor, the Client may delay or deny payment of any amount subject to the dispute; provided, however, (a) the Client shall continue to pay all undisputed amounts in accordance with the terms of the Contract, and (b) the Contractor shall continue to perform its obligations under the Contract. If a dispute regarding any amount on an invoice, the parties hereto shall use all reasonable efforts to resolve such dispute within sixty (60) days after the Client provides written notification of such dispute to the Contractor. The Client’s failure to identify contested charges prior to payment shall not limit or waive any of the Client’s rights or remedies with respect to such charges, including the Client’s right to delay or deny in good faith such disputed amounts from subsequent charges due to the Contractor.

5.4 *Notification of Close of Incident*

When the CAO notifies the Contractor of work that the Contractor is obliged to perform under this contract (e.g., workstation re-image, virus remediation, or printer repair), the Contractor shall be required to inform the requestor that the work has been completed. This notification shall take place no more than four (4) business hours after the work has been completed.

6.0 Service 1: Correspondence Management Systems Services

- a. A Contractor authorized to provide CMS Services to a Client under a Contract (a “**CMS Contractor**”) must provide support plans to a Client that meet or exceed the specifications in this Section 6.0. Offerors and Contractors may not market or sell CMS

Packages to a Client prior to the successful completion of a mandatory CMS Package evaluation conducted by the House in accordance with the CMS testing program (see Attachment J.10.B).

- b. All CMS Packages offered by the CMS Contractor must provide the features the House has designated as basic and required, as listed in the *Basic and Advanced Features for House Correspondence Management Systems* (see Attachment J.10.A). Features described in the *Basic and Advanced Features for House Correspondence Management Systems* are subject to change. All CMS Packages must operate within the hardware and software environment of the House (or as permitted under HISPOL 17), and must be compatible with all software supported by the House, as listed on the *House Supported Software List* (see Attachment J.5).
- c. The CMS Contractor and its officers, employees and agents shall comply with *The United States House of Representatives Web Systems Publication – Communicating with Congress Level of Service Standards (CMS Vendors)*, as updated from time to time during the term of the Contract (see Attachment J.12).

6.1 Capabilities

- a. The CMS Contractor shall offer a CMS Package comprised of a database, a user interface and a correspondence generator (which is generally a commercial-off-the-shelf word processor). The database will contain information about constituents, Members, Client staff and Client contacts. All correspondence received by a Client and generated on behalf of or to constituents shall be recorded in the database of the CMS Package. The issues a constituent relays to the Member and/or Client staff are stored in the database using codes assigned by the Client to particular issues or casework actions. The user interface will allow data entry, workflow definitions and assignment, initiation of outgoing correspondence, generation of reports and administration of the CMS Package. The user interface will also pass information to the correspondence generator based on information stored in the database for which “boilerplate” responses will be used when generating a response on a particular issue. The word processor includes boilerplate responses on a variety of issues that are used to assist in generating a customized response.
- b. The CMS Contractor must, at a minimum, offer the following common modules to a Client: (i) correspondence and targeted mailings; (ii) system reports; (iii) systems administration; and (iv) digital mail integration with the House Digital Mail program.
- c. Prior to signing an initial Client Work Order with a Client, the CMS Contractor must provide a Client with a statement of minimum and recommended hardware and software requirements.

6.1.1 *Extra Features*

The CMS Contractor may offer extra features in the CMS Package to help a Client organize

its operations and work flow. Extra features could include components for press operations, scheduling, legislative tracking and office accounting. Other newer components allow for social media and web-based solutions. Additional functionality of a CMS Package may be offered on a separately-priced modular basis, including the advanced features identified in the *Basic and Advanced Features for House Correspondence Management Systems*.

6.1.2 Updates

The House reserves the right to update the hardware and software environment for CMS Packages. The CMS Contractor must modify its CMS Package as necessary to maintain compatibility and interoperability with systems of the House. At the sole discretion of the House, the CMS Contractor will be required to update its software to comply with changes in the *Basic and Advanced Features for House Correspondence Management Systems* by written notification from the Contracting Officer.

6.2 Evaluation Process

- a. The House reserves the right to waive testing requirements for CMS versions that have previously passed a CMS evaluation.
- b. Prior to signing the Contract, an Offeror must submit its CMS Packages for a formal evaluation by the House. The Offeror shall provide all equipment and staff necessary to support the testing at no additional cost to the House. In its evaluation, the House will conduct tests to verify that (i) the software meets the minimum requirements listed in the *Basic and Advanced Features for House Correspondence Management Systems*, and (ii) all features perform as described by the Offeror (see Attachment J.10.B for evaluation processes for CMS Packages). The evaluation results are final and not subject to appeal.
- c. Once the technical portion of the evaluation is successfully completed, the procurement process will evaluate the Offeror's management and technical capabilities. If the procurement portion of the evaluation is successfully completed, the Offeror is eligible for award of a Contract for CMS Services with the U.S. House of Representatives.
- d. The CAO reserves the right to request the CMS Contractor to submit any CMS Package for an evaluation at any time.
- e. If a previously approved CMS Package is re-submitted for an evaluation (due to product enhancements and/or at the request of the CAO) and fails, the CAO reserves the right to prohibit the CMS Contractor from seeking new clients for the evaluated product until the deficiencies have been addressed as determined by the CAO.
- f. The CAO reserves the right to decline a re-evaluation of a new CMS Package for a Contractor that has failed two (2) consecutive CMS evaluations for a period of two (2) years from the date of failure notification.

- g. The CAO will charge a flat fee of five thousand (\$5,000) dollars for CMS Packages submitted for re-evaluation after each failure notification.

6.3 Responsibilities

If applicable, at a minimum, the CMS Contractor shall be responsible for the following: (a) integrating all hardware, software and communications components of CMS Packages (including cloud components); (b) maintaining equipment owned by the CMS Contractor and CMS-related software so that they are in proper operating condition; (c) implementing a reliable backup process; (d) providing copies and updates of the CMS data dictionary to the COR; (e) coordinating warranties and/or servicing of equipment owned by the Client and/or the CMS Contractor; (f) cooperating with the COR in security audits of equipment owned by the CMS Contractor and/or the Client and correcting identified deficiencies; (g) promptly repairing or replacing non-functioning components for systems owned by the CMS Contractor and/or the Client; (h) training in the use and administration of a CMS Package; (i) applying upgrades (including bug fixes) to software as required; (j) monitoring systems owned and/or supported by the CMS Contractor for the success of data backups and taking appropriate actions to ensure that any failure in backing up the database of a CMS Package and CMS-related files does not continue for more than two (2) business days; (k) providing a help desk and on-site support; (l) restoring operating systems, applications, data and the most recent readable backup (utilizing the appropriate images when applicable) following a failure of the hardware, system or software; and (m) ensuring all servers, cloud components, and all other network connected devices owned by the CMS Contractor, and covered under Section 6.0 of this Statement of Work, are secured in accordance with IT policies of the House (see Attachment J.10).

6.4 Support Plans

Each support plan offered by the CMS Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) integration of all hardware, software and communications components; (b) training in systems use and administration; (c) upgrades to hardware and software (including bug fixes and maintenance updates); (d) data conversion requests; (e) help desk support; (f) maintaining hardware and software in proper operating condition; (g) warranty coordination and/or service; (h) prompt repair or replacement of non-functioning system components; (i) details of the backup schedule and retention periods (at a minimum, backups are required on every business day); and (j) pricing.

6.5 Server Options

The Offeror must clearly state in the offer and support plan which of the following CMS server options it will offer or support for the Client: (a) a server owned by the House (House Hosted); or (b) a server owned by the Offeror (Contractor Externally Hosted).

6.5.1 *Service on Servers Owned by the House (House Hosted)*

- a. If the CMS Package will operate on hardware owned by the House in the House Cloud, the Offeror must clearly state how the environment is to be architected and how they

propose to support the CMS software and database on House-owned servers.

- b. The Offeror must also list in the offer a mechanism and instructions for backing up the data in the database and any files stored on the server that are associated with the CMS Package. At a minimum, the Offeror shall have the ability to restore the database of a CMS Package and any of its associated files to the state it was in at the end of any of the five (5) previous business days.

6.5.2 Service on Servers Owned (or Leased) by Offerors (Contractor Externally (or Cloud) Hosted)

- a. For purposes of this section:
 - i. “Externally hosted” shall include cloud; and
 - ii. “Owned equipment” shall include leased equipment.
- b. The Offeror may offer a CMS Package that is externally hosted on equipment owned by the Offeror and that is shared by multiple Clients. If a CMS Package operates on hardware owned by the Offeror, such hardware must be housed in a data center that is compliant with standards outlined in Section 17.0 of this SOW.
- c. For systems owned by the Offeror, the Offeror must backup the data in the database and any files stored on the Offeror’s system associated with the CMS Package. In the offer, the Offeror must (i) list a mechanism for backing up the data in the database and any files stored on the server that are associated with the CMS Package, (ii) state its backup retention policy, and (iii) indicate whether data from multiple Clients will be co-mingled on the backup media or if each Client’s data will be segregated on separate backup media. At a minimum, the Offeror must (A) have the ability to restore the database and associated files to the state it was in at the end of any of the five (5) previous business days, and (B) store the backup media on at least one (1) day of the previous week.
- d. Before an externally hosted plan may be considered for approval in accordance with HISPOL 17, the Contractor shall provide the COR with:
 - i. an inventory documenting the types of House information stored or processed in the proposed solution;
 - ii. confidentiality, integrity, and availability impacts of the information documented in the inventory;
 - iii. business and technical requirements for the proposed solution;
 - iv. impact of the solution to House infrastructure, how the data is maintained, and how customer support is provided;
 - v. the Contractor’s ownership/partnerships, financials, FedRAMP/FISMA certifications, physical location of data centers, support model, previous work with government, and any other information to determine if the vendor and solution are capable to store and process House information;
 - vi. the Contractor’s policies and practices to ensure adequate protection of personally identifiable information (PII);

- vii. the Contractor’s policies and practices for responding to subpoenas, support of e-discovery and evidence preservation orders, and ability to respond to a data spill;
- viii. Such other information as the COR shall request.

6.6 Installations

- a. An “installation” shall mean the implementation of a new CMS Package or the reinstallation of an existing CMS Package. All new system installations must comply with the *Minimum Technical Standards for Supported Equipment* (see Attachment J.4) to be provided to the CMS Contractor by the COR, which is updated on an annual basis.
- b. A CMS Contractor shall perform installation services, including, but not limited to, the following: (i) configuration planning; (ii) arranging a pre-installation meeting with a Client and the assigned House representative; (iii) preparing pre- installation hardware or installing software; (iv) installing and configuring customer servers; (v) networking and communications configuration; (vi) ensuring all CMS-related software, hardware and peripherals are functional and perform to specifications; and (vii) conducting training when new features or functionalities are introduced. Travel and per diem costs associated with the new installation may be charged to the Client pursuant to standard government rates as established by GSA. A Client shall be responsible for setting up and approving travel and associated items.
- c. Upon completion of any installation, the Contractor shall attain a sign-off from the Client, that the Client is satisfied with the final installation. Such sign-off may be in the form of an electronic mail message from any of the Client’s staffers designated in Sections 3 or 4 of the Client Work Order.

6.7 Documentation and Training

The CMS Contractor shall provide documentation and training as part of its CMS Package to a Client. At the time of installation, such documentation must, at a minimum, include (a) a “how-to” user’s guide or detailed reference guide, and (b) a user “quick guide” or “cheat sheet.” The CMS Contractor may provide (i) on-site classroom-styled training, (ii) off-site classroom-styled training, (iii) desk-side training, or (iv) basic CMS on-line training (the CMS Contractor may arrange with the House Learning Center for use of a House Learning Center classroom, subject to availability). All training must include complete documentation (i.e., a “how-to” manual and a comprehensive reference manual). In addition, all training must include training objectives, explanations, structured exercises and feedback to the student; simple on-line help files will not satisfy this requirement.

6.8 Close-Out Services

Upon (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the CMS Contractor shall provide a complete copy of the Client’s database in the House’s data exchange format for conversion to another CMS Package provided by a different CMS Contractor.

6.8.1 *Congressional Transition Services*

In addition to the Congressional Transition services described in Section 7.5 and Section 9.0 of this Statement of Work, the CMS Contractor shall provide the following setup services to offices of new Members of the House (each a “**Freshman Office**”): (a) fully installing a CMS Package so it is operational; and (b) coordinating and working with the Maintenance Contractor as necessary.

6.9 Escrow Agreement

- a. General. Upon the request of the CAO, the Vendor shall cooperate with and sign an escrow agreement with the CAO that provides that the Escrow Information will be held in escrow on behalf of the Client until such time as the parties are able to release such information fully to the Client. The escrow agreement shall include the following elements:
 - i. Tables and fields
 - Definitions and descriptions of all tables and fields in the database
 - ii. Database structure information
 - How the data is organized
 - Location of any data not stored in the database (i.e., files)
 - iii. Entity Relationship Diagram
 - iv. Administrator passwords to server, database, application and any other relevant components
 - All passwords must be updated in escrow within five business days of the password being changed
 - v. Step-by-step instructions on how to export data from CMS into the standard interchange format
- b. Term. The term of the escrow agreement shall be concurrent with the term of the Contract.
- c. Release Conditions. The form of escrow agreement shall provide for the release of the Escrow Information from the escrow agent to the House in the event of any of the following (each, a “**Release Condition**”): (i) the Contract is terminated as a result of the Contractor filing for bankruptcy; (ii) the Contract is terminated as a result of the Contractor ending its business as a viable Contractor; (iii) the Contract is terminated for default, (iv) the CAO’s information security office determines at any time that any portion of the Client’s CMS Package and/or CMS Services (and the Contracting Officer shall notify the Contractor of such determination in a written notice) (A) constitutes a threat to the security of the House, or (B) is threatened or under attack by any known or unknown third party, malicious code or programs, or otherwise, whether through hacking, penetration of security, or otherwise; and/or (v) the COR determines at any time that any portion of the Client’s Correspondence Management System has a

decrease or failure in its availability, functionality or operability. The Contractor agrees that the escrow agreement or modification to the escrow agreement (whichever is applicable) shall provide for, in the case of (i), (ii) or (iii) above, the release of the Escrow Information from the escrow agent to the House within five (5) calendar days from the date of written notification, and in the case of (iv) above, the release of the Escrow Information from the escrow agent to the House within twenty-four (24) hours from the date of written notification.

6.10 Disconnecting Service

- a. General CMS. In the event that: (i) the CAO's information security officer determines at any time that any portion of the Client's Correspondence Management System and/or Technology Services (A) constitutes a threat to the security of the House, or (B) is threatened or under attack by any known or unknown third party, malicious code or programs, or otherwise, whether through hacking, distributed denial-of-service (DDOS) attack, penetration of security, or otherwise; or (ii) the CAO or the Client determines at any time that any portion of the Client's Correspondence Management System has a decrease or failure in its availability, functionality or operability, the CAO may take immediate action to disconnect from the House network the Client's Correspondence Management System, any similarly situated Correspondence Management Systems and/or Technology Services.
- b. Mitigation. If the CAO or the Client determines or reasonably believes at any time that any portion of the Client's Correspondence Management System and/or Technology Services (i) constitutes or may constitute a threat to the security of the House, (ii) is vulnerable to, threatened or under attack by any known or unknown third party, malicious code or programs, or otherwise, whether through hacking, DDOS attack, penetration of security, or otherwise, or (iii) has a decrease or failure in its availability, functionality or operability, or otherwise fails to meet the requirements of this Agreement, the Contractor shall provide full cooperation to the CAO and/or the Client necessary to remedy and/or mitigate the potential or actual threat, diminution or failure. The Vendor shall comply with any directives issued by the Security Office upon receipt of notice (the "**Mitigation Notice**") from the CAO or the Client of a determination or reasonable belief of the occurrence of (i), (ii) or (iii) above.

7.0 **Service 2: Maintenance Services**

A Contractor authorized to provide Maintenance Services to a Client under a Contract (a "**Maintenance Contractor**") must provide support plans to a Client that meet or exceed the specifications in this Section 7.0. The Maintenance Contractor must provide technical support for equipment, which shall include, but is not limited to: (a) installation and configuration; (b) training; (c) maintenance; and (d) repair.

7.1 Hardware Responsibilities

The Maintenance Contractor shall ensure that a computer system and its components for a

Client function according to specifications and standards in this Statement of Work. The Maintenance Contractor shall be responsible for hardware services, including, but not limited to, the following: (a) repairing or replacing damaged or non-functioning hardware with compatible components of equal or greater value and capabilities (replacement systems must meet the same then-current requirements as new installations); (b) ensuring all workstations are configured to automatically update operating systems and applications; (c) ensuring all servers, workstations, printers and all other network connected devices owned by the Client or the CMS Contractor, if applicable, and covered under Section 6.5 of this Statement of Work, are secured in accordance with IT policies of the House; and (d) ensuring all servers and workstations are protected with the House-approved anti-virus software. (NOTE: If the CMS Contractor is not providing hardware support, the Maintenance Contractor may restore the CMS server, including the operating system, non-CMS applications and data (utilizing the appropriate images when applicable) following a failure of the hardware, system or software.)

7.2 Support Plans

Each support plan offered by the Maintenance Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) integration of all hardware, software and communications components; (b) upgrades to hardware; (c) help desk support; (d) warranty coordination or service; (e) prompt repair or replacement of non-functioning system components; (f) pricing, which must, at a minimum, include time and material and fixed rate plans for services provided; (g) brief explanation on which services in the support plan will be performed by the Maintenance Contractor; (h) brief explanation on which services in the support plan will be facilitated by the Maintenance Contractor; and (i) purchase of hardware off the House IT blanket agreements or other accessible discounted government IT purchasing programs, where authorized.

7.3 Security Compliance

In addition to the security compliance obligations set forth in Section 12.0 of this SOW, the Maintenance Contractor shall ensure that any devices not covered by a policy or publication of the Security Office will be reviewed by the House for guidance on appropriate security measures. The Maintenance Contractor shall perform preventative maintenance on all systems owned by the Client and covered under a Client Work Order at least twice a year. Preventative maintenance must ensure that mechanisms to keep systems up-to-date are functioning. The Maintenance Contractor must ensure that all applications and network operating software, including upgrades and enhancements, conform to infrastructure policies of the House.

7.3.1 *Remediation*

Upon notification from the COR that a released patch, service pack or service release from an original equipment manufacturer (a “**fix**”) will correct significant security vulnerabilities, the Maintenance Contractor will verify that the fix has been applied to all supported systems within forty-eight (48) hours of receiving such notification. The House will conduct

security audits (a) for all new installations, and (b) whenever significant modifications are made to hardware or software. If the Maintenance Contractor determines that a policy or fix adversely affects one (1) or more features of the system, the Maintenance Contractor may notify the COR in writing to request an exception.

7.4 Software Support

The Maintenance Contractor shall include site-licensed software (including anti-virus and Microsoft Office Suite) as part of a standard build for workstation installations. This standard build must be coordinated with the House and updated as needed. Following a failure of the hardware, system or software, the Maintenance Contractor shall restore operating systems, applications, data, non-CMS software and the most recent readable backup (utilizing the appropriate images when applicable). The Maintenance Contractor may not install or facilitate the installation of any CMS software that has not been approved by the House. The Maintenance Contractor shall ensure that operating systems, program files and file data on any computer or storage device removed from the Client are deleted in a manner that prevents recovery.

7.5 Congressional Transition Services

Members have an opportunity to move from their current Washington, DC office suite to a different suite. Returning Members who move offices require their computer equipment to be de-installed and re-installed. This work does not necessarily have to be completed by the vendor who currently provides computer support for them.

7.5.1 *Departing Members*

In addition to the Congressional Transition services described in Section 9.0 of this Statement of Work, the Maintenance Contractor shall provide the following Congressional Transition services to a Client that is a departing Member: (a) working with the Client office in (i) completing a site survey of the entire Client office suite to be conducted prior to and in conjunction with the move-out, and (ii) making a record of all computer and office-related equipment; (b) surveying each piece of equipment to determine if it meets minimum inheritable standards; (c) labeling each piece of equipment with an appropriate color-coded sticker; (d) de-installing computers and computer-related equipment in Washington, DC no later than one (1) business day prior to the scheduled move date; (e) placing smartphones, tablet devices, PDAs, cables, keyboards, speakers and other electronic equipment in move bags provided by the House; (f) bagging all power strips, extension cords and other electronic accessories related to any and all office equipment of the Client; and (g) removing and bagging toner from all printers. If applicable, the Maintenance Contractor shall wipe the hard drives of all inheritable workstations, printers and multi-functional devices (“MFDs”). The House may provide software to wipe hard drives.

7.5.2 *Seated Member Moves*

a. The Maintenance Contractor shall provide the following pre-move services to a Client

- of a seated Member: (i) confirming any known computer problems to the Client before the de-installation of computers; (ii) confirming that the backup process for the server is operating successfully one (1) week prior to the move; (iii) completing a site survey of the entire office suite and making a record of all computer and office-related equipment; (iv) coordinating the backup and take-down of the Client's computer systems in accordance with the move schedule; (v) coordinating with the House to ensure that all workstations (new or otherwise) are configured to use Dynamic Hosting Configuration Protocol (DHCP) to obtain an IP address automatically; (vi) coordinating with the House to ensure that individual IP addresses are obtained for printers and servers; and (vii) answering any questions or discussing technical support costs.
- b. The Maintenance Contractor will review computer-related items on floor plans provided by the House for each Member who participates in a move. If necessary, the Maintenance Contractor will make edits to computer-related items on the floor plan. The Maintenance Contractor will return floor plans, with or without edits, to the move coordinator of the House (the "**Move Coordinator**") at B234 Longworth House Office Building no later than forty-eight (48) hours prior to the move. The floor plan submitted to the Move Coordinator by the Maintenance Contractor shall be considered the final, signed-off floor plan. The Maintenance Contractor shall use the final approved floor plan (i.e., the floor plan posted by the House on the internal website of the House) to perform the installation.

7.5.2.1 De-Installation

- a. The de-installation of computer systems for morning moves must take place no later than the night before the move. The de-installation of computer systems for afternoon and evening moves must take place no later than the morning of the move. The Maintenance Contractor will work with a Client to determine the schedules for the de-installations based on the guidelines set forth in this Section 7.0.
- b. The Maintenance Contractor shall provide the following de-installation services to a Client: (i) confirming backups of servers on the morning of a de-installation; (ii) powering down all computer equipment; (iii) disconnecting all computer and peripheral equipment; (iv) ensuring that the Client has labeled all workstations, servers, peripherals and local printers with each staffer's name; (v) placing smartphones, tablet devices, PDAs, cables, keyboards, speakers and other electronics in move bags provided by the House; (vi) bagging all power strips, extension cords and other electronic accessories related to all office equipment; and (vii) removing and bagging toner for all printers. The Maintenance Contractor shall remediate any problems associated with the de-installation of computers and computer-related equipment at no additional cost to the CAO, the House or the Client. De-installation services will be performed in accordance with the Move Schedule.

7.5.2.2 Re-Installation

- a. The Maintenance Contractor shall provide the following re-installation services to a

- Client: (i) installing computers and peripheral equipment in accordance with the approved final floor plan; (ii) reconnecting all workstations, printers, laptops, peripherals, network devices, servers and MFDs; (iii) testing all file server and computer connections for connectivity; (iv) troubleshooting or resolving any connection problems; (v) testing printing for each computer and printer, including any MFDs; (vi) troubleshooting and fixing any printer, server and/or workstation problems; and (vii) ensuring that damaged equipment is reported to the Move Coordinator within twenty-four (24) hours of the move.
- b. The Maintenance Contractor shall remediate any problems associated with the re-installation of computers and computer-related equipment at no additional cost to the House, the House or the Client. If there is a cost associated with any other move-related problems, the Maintenance Contractor must report those problems within twenty-four (24) hours of the move to the Client staff and the Move Coordinator. The Maintenance Contractor must obtain approval from the Move Coordinator to fix any problem prior to implementing a resolution. The Maintenance Contractor shall not be responsible for the remediation of pre-existing problems identified prior to the office move. The Maintenance Contractor shall resolve move-related problems that are identified within ten (10) business days of the move, excluding physical damage to equipment, unless such damage was caused by the Maintenance Contractor.

7.5.3 *Freshman Setup*

- a. The Maintenance Contractor shall provide setup services to Freshman Offices, which shall include, but are not limited, the following: (i) connecting all workstations, printers, laptops, peripherals and MFDs to the network and ensuring all connectivity to the centralized storage and CMS Package; (ii) confirming network connectivity and test printing to all printers, including any MFDs; (iii) creating service accounts for all appropriate devices according to the IT policies of the House; (iv) testing all connections (including wall jacks) to internal and external network resources, including centralized storage from each computer; (v) troubleshooting and resolving any connection problems; (vi) troubleshooting workstation, laptop and/or printer problems, except equipment that show signs of physical damage; (vii) ensuring that damaged equipment is reported to the Move Coordinator within twenty-four (24) hours of the move; (viii) reporting any problems within twenty-four (24) hours of the move to the Move Coordinator; (ix) creating user accounts and mailboxes in the active directory/exchange for each new staff member in accordance with IT policies of the House; (x) assisting with general workstation setup, login and access; (xi) configuring Microsoft Outlook upon request by the Client; (xii) configuring smartphones, tablet devices and PDAs upon request by the Client; (xiii) configuring all workstations in compliance with IT policies of the House; and (iv) coordinating with the House to create login scripts for non-standard drive mappings.
- b. If there is a cost associated with the resolution of any problem (e.g., replacement of damaged equipment), the Maintenance Contractor must obtain approval from the Move Coordinator prior to implementing the resolution. The Maintenance Contractor shall not

be responsible for the remediation of pre-existing problems identified prior to an office move. The Maintenance Contractor is responsible for resolving any identified move-related problems within ten (10) business days of the move, excluding physical damage to the equipment. All move-related problems must be identified and submitted to the staff of the Client and Move Coordinator by the Maintenance Contractor no later than ten (10) business days following the start of a new Congress. Setup services should only be provided for equipment present in the Freshman Office on the move-in day.

7.6 Close-Out Services

Within 24 hours of (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the Maintenance Services Contractor shall provide the Client with all administrator passwords for the Client's systems that are administered by, maintained by, or in the possession of the Contractor.

8.0 **Service 3: Systems Administration Services**

A Contractor authorized to provide systems administration support services to a Client under a Contract (a “**Systems Administration Contractor**”) must provide support plans to a Client that meet or exceed the specifications in this Section 8.0.

8.1 Support Plans

Each support plan offered by the Systems Administration Contractor must define and describe in detail its support offerings, which must include, at a minimum: (a) training in systems use and administration; (b) upgrades to software (including bug fixes and maintenance updates); (c) help desk support; and (d) pricing, which must, at a minimum, include time and material and fixed rate plans for services provided.

8.2 Administration Responsibilities

The Systems Administration Contractor shall provide administration services to a Client, which shall include, but are not limited to, the following: (a) maintaining an inventory of computer hardware and software; (b) tracking computer lease and software licensing and maintenance agreements; (c) maintaining a log of internal office services performed, external services requested and work hours; (d) ensuring that the Client has the necessary computer equipment to function efficiently; (e) providing computer assistance and training to the Client staff; (f) coordinating schedules to ensure technology services are provided to meet the Client's needs and requirements; (g) notifying Client staff of any system problems, scheduled maintenance, upgrades and downtime; (h) notifying the House of any network problems; (i) maintaining local and network user accounts and permissions; and (j) coordinating with the Maintenance Contractors and CMS Contractors during Congressional Transition activities.

8.3 Technical Responsibilities

The Systems Administration Contractor shall provide technical services to a Client, which shall include, but are not limited to, the following: (a) troubleshooting network, workstation and peripheral problems; (b) performing additional maintenance to update computer systems with the collaboration of the Maintenance Contractor as required; (c) performing daily, weekly and monthly file server backups; (d) performing quarterly verification of the integrity of the backup media (i.e., correct data is copied and restorable, and tape rotation is correctly executed); (e) installing software supported by the House, (f) supporting, installing and reassigning smartphones, tablet devices and other PDA-type devices; (e) adding, changing or deleting user profiles or configuration files on workstations and servers; (f) adding, changing or deleting user accounts; (g) addressing violations outlined in security audits performed by the House; (h) installing and maintaining anti-virus software of the House; (i) troubleshooting workstation operating systems and application problems suspected to be caused by a virus; (j) repairing damage caused by viruses and other malicious code, including coordinating the reimaging of workstations when deemed necessary; (k) coordinating resolution of software application configuration problems with the House, the CMS Contractor and/or the Maintenance Contractor; (l) supporting, installing and relocating office peripherals; (m) performing printer tests to identify printer hardware or software deficiencies; (n) creating bootable media (external hard drives or CDs) that will facilitate access to corrupted workstations; and (o) facilitating telecommunications arrangements among the Client, the Client's district offices and outside services.

8.4 Close-Out Services

Within 24 hours of (i) the termination of the Contract by the House, (ii) the expiration or termination of a Client Work Order, or (iii) a request from the House or the Client, the System Administration Services Contractor shall provide the Client with all administrator passwords for the Client's systems that are in the possession of the Contractor.

9.0 **Congressional Transition Services**

The requirements listed in this Section 9.0 are subject to updates to the Committee on House Administration Congress Transition Policies. In the event that the provisions of this SOW conflict with the Committee on House Administration Congress Transition Policies, the provisions of the Committee on House Administration Congress Transition Policies shall govern solely to the extent of any such conflict.

9.1 Background

During the period of time from the election of Members of the House in November of an election year, and/or the certification of the results in a special election, to the swearing-in ceremony in January of the subsequent year, and/or the swearing-in ceremony of a Member elected in a special election (a "**Congressional Transition**"), returning Members have the opportunity to move their current office suite in Washington, DC to a different suite location. Returning Members who move offices will require their computer equipment to be de-installed and re-installed. A move schedule will be prepared and published daily by

the House. Depending upon the overall number of moves, the schedule will be six (6) to eighteen (18) moves per day. Typically, six (6) offices are moved at 8:00 AM and six (6) offices are moved at 1:00 PM. However, if a larger than expected number of Members is elected, it is possible that a third moving time period of 4:00 PM would be required.

9.2 Responsibilities

If a CMS Contractor and/or Maintenance Contractor assists a Client in a move during the Congressional Transition, the Contractor may provide hardware and software support services to a Client, which shall include, but are not limited to, the following: (a) providing expertise, guidance and coordination in accordance with established policies of the House by acting as a single point of contact for computer-related services during a Congressional Transition; (b) accommodating schedules, which may include work on weekends and holidays; (c) preparing to support up to eighteen (18) moves per day; (d) coordinating with the House-provided schedule; (e) accommodating changes to the schedule and other reasonable tasks inadvertently omitted; (f) providing invoices according to the instruction of the House; (g) attending Congressional Transition meetings; (h) following all Congressional Transition procedures of the House that are established during Congressional Transition meetings (i.e., floor plans, move times, Move Coordinator information); and (i) cooperating with technology support requirements of the COR for an after-action review conducted by the COR.

NOTE THAT THE FOLLOWING SECTIONS APPLY TO ALL THREE SERVICES

10.0 Service Hours and Place of Performance

- a. “Normal business hours” shall mean the hours between 8:00 AM and 6:00 PM (Eastern Time) on Mondays through Fridays, except holidays observed by the House. “After hours” shall mean the hours before 8:00 AM and after 6:00 PM (Eastern Time) on Mondays through Fridays, excluding holidays observed by the House. “Holiday or weekend hours” shall mean the hours on Saturdays, Sundays and holidays observed by the House. Other types of service hours and/or emergency service hours may be set forth by the Contractor. The Contractor must obtain written approval from the Client, or the applicable district office, prior to commencement of work performed after hours, or during holiday or weekend hours.
- b. The Contractor shall furnish on-site service during normal business hours, unless otherwise agreed upon by the Contractor and a Client, and as specified in the Contractor’s support plan.

11.0 Response and Resolution Times

- a. Business hours are “normal business hours” as defined in Section 10.0 of this SOW. Other types of response and resolution times may be set forth by the Contractor. The

Contractor shall, at a minimum, meet the applicable response and resolution times set forth in this Section 11.0. Employees and agents of the Contractor will be required to: (a) provide service to a Client upon notification of a service problem within the response times specified herein; (b) perform the work in a diligent manner; and (c) have the equipment or software ready for use and fully operational within specified timeframes. Software not on the Contractor's supported software list will not be subject to the resolution time requirements listed in this Section 11.0. The Contractor's supported software list shall be included with each support plan.

- b. If the COR or the CO send a communication to the Contractor by telephone or e-mail, the Contractor will respond before three hours have elapsed during normal business hours.
- c. Notwithstanding the three business hour requirement contained in subsection (b) of this section, if the COR or CO specifies a deadline for responding, the Contractor shall respond no later than the specified deadline.

11.1 Services Conducted in Washington, DC

11.1.1 *Response Times*

Upon receiving a problem report from a Client, the Contractor shall provide, within the first hour, a telephone call, email or other communication back to the Client and determine if an on-site diagnosis is required. If an on-site diagnosis is necessary, a technician must arrive on-site within four (4) hours from the initial time of the originating Client's problem report, unless otherwise agreed upon by the Client and the Contractor.

11.1.2 *Resolution Times*

The Contractor shall deliver the parts or perform the services to restore the equipment or software to full operational status within twelve (12) hours. If equipment cannot be repaired within twelve (12) hours, the Contractor shall take action to provide replacement or loaner equipment of equal capability or functionality to the Client in order to meet the resolution time requirement. After notifying the Client that it is entitled to have its equipment or software up to full operational status within twelve (12) hours, the Contractor may request a written extension from a Client.

11.2 Services Conducted in District Offices

The Contractor may provide nationwide service and/or support to a Client.

11.2.1 *Response Times*

- a. Upon receiving a problem report from a Client or one of its district offices, the Contractor shall provide, within the first hour, initial contact back to the Client or applicable district office.

- b. Within four (4) hours from the initial time of the originating problem report from the Client or applicable district office, the Contractor will determine if an on-site diagnosis is required to resolve the problem. If an on-site diagnosis is required, a technician must arrive on-site within eight (8) hours from the initial time of the originating Client or applicable district office problem report, unless otherwise agreed upon by the Client, or applicable district office, and the Contractor.

11.2.2 *Resolution Times*

The Contractor shall deliver the parts or perform the services to restore the equipment or software to full operational status within eighteen (18) hours. If equipment cannot be repaired within eighteen (18) hours, the Contractor shall take action to provide replacement or loaner equipment of equal capability or functionality to the Client or applicable district office in order to meet the resolution time requirement. After notifying the Client or applicable district office that it is entitled to have its equipment or software up to full operational status within eighteen (18) hours, the Contractor may request a written extension from a Client.

11.3 Summary of Contractor Response and Resolution Times

Action/Response Time to Client	DC Office	District Office
Response Time	1 Hour	1 Hour
Determine if On-Site Visit is Necessary	1 Hour	4 Hours
Arrival On-Site Within	4 Hours	8 Hours
Resolution Time	12 Hours	18 Hours

12.0 Security Compliance

The Contractor and its officers, employees and agents, and all work provided to the Client or the House by the Contractor and its officers, employees and agents shall comply with all applicable policies and publications of the Security Office, including any updates thereto by the House during the term of the Contract.

13.0 Management of Contractor Personnel

The Contractor and its officers, employees and agents shall comply with all applicable policies and publications of the Security Office and the House. The Contractor and its officers, employees and agents must comply with the badge procedures outlined in all applicable policies and publications of the Security Office and the House.

14.0 Replacements, Additions and Removals

- a. If parts are replaced on a like-for-like basis, the installed parts will become the property of the House and removed parts will become the property of the Contractor. The Contractor must remove all data from any data storage device removed as part of a like-

for-like exchange and certify in a monthly report to the COR that the data has been removed from the data storage device. The Contractor must inform the House in writing of any new serial numbers of replaced equipment within thirty (30) days of installation. The Contractor may not charge a Client any rental, restocking or other fees for replacement or loaner equipment.

- b. Individual units and associated maintenance costs may be added or removed from a Contract with a Maintenance Contractor at any time at the discretion of the House and/or Client. The Contractor shall be responsible for working with a Client to monitor the addition and/or removal of units to or from the support plan with the Maintenance Contractor and for coordinating any resulting support plan cost changes.

15.0 Status Review Meetings and Reports

15.1 Meetings

The COR and authorized representatives of the Contractor shall meet at least once a month. Upon mutual agreement between the COR and the Contractor, such meetings will be either in-person or via conference call. Any meeting changes shall require notification to the Contractor and the COR. The purpose of such meetings will be to review status reports, performance results, and current or outstanding issues, and to provide information to the Contractor. If the COR requests a meeting with the Contractor, the Contractor must meet with the COR in a timely manner.

15.2 Reports

The Contractor shall provide monthly electronic reports to the COR, which includes, but is not limited to the following information: (a) data destruction (including hard drives, DVDs, CDs, and paper); (b) call center ticket information ; (c) Contractor-initiated survey data; (d) a current customer list clearly indicating: (i) service(s) provided to each, (ii) any recent changes (additions and removals), and (iii) CMS version by office; (e) staff information; and (f) CMS server(s) information including: (i) CMS server name(s), (ii) IP address, (iii) operating system and version, (iv) server type (web/application, database, file, other), (v) server/application components (SQL, IIS, Apache, etc.), (vi) component versions, (vii) software inventory and versions (including third-party software such as Adobe, Java, etc.), and (viii) location (e.g., House-owned, AWS cloud, etc.). The House reserves the right to request all or part of a vendor's Call Center ticketing details.

15.3 Consolidated Customer Tracking

- a. It is the goal of the CAO to eventually have all House customer request tracking information centralized in a consolidated information system.
- b. If the COR

- i. notifies the Contractor that the Contractor must log all House customer requests in the consolidated information system specified in subsection (a) of this section;
- ii. notifies the Contractor that the Contractor must receive any House customer requests for the Contractor that are logged into the consolidated information system;
- iii. notifies the Contractor that the consolidated information system is operational;
- iv. provides the Contractor with detailed instructions as to how information may be received from (and entered into) the consolidated information system; and
- v. directs the Contractor to comply with the notifications in clauses (i) and (ii) of this subsection, by a date that is no less than 6 months from the notification date;

then the Contractor shall comply with the directions set out in clauses (i) and (ii) from the date specified in clause (v) and continuing through the expiration of the Contract.

- c. Notwithstanding subsection (b) of this section, the COR may extend the date specified in subsection (b)(v) of this section.

16.0 Transfer Services

- a. Transfer Services. Upon (i) the expiration or termination of any Client Work Order or associated Integrated Agreement, (ii) the termination of the Contract, or (iii) the request of the House or the Client at any time, the Contractor must provide any reasonable cooperation requested by the House or the Client that may be required to facilitate the transfer of the affected Technology Services (“**Transfer Services**”) to the House, the Client or a third-party service provider.
- b. CMS Package Data. In the case of CMS Services, upon (i) the expiration or termination of a Client Work Order; (ii) the termination of the Contract; or (iii) the request of the House or the Client at any time, the Contractor must provide a copy of the Client’s data in accordance with the requirements set forth in the *House Information Resources CMS Data Interchange Standard* for conversion to another CMS Package provided by a different Contractor of CMS Services. The Contractor must remediate any problems associated with the data conversion at no additional cost the House or the Client. The outgoing and incoming CMS Contractors must coordinate the transfer of service, facilitate the conversion of all data and remediate any problems associated with the database exchange at no additional cost to the CAO, the House or the Client. The Contractor must provide a copy of the data from the CMS Package within five (5) business days from the date of the written request, expiration or termination.
- c. Maintenance Services and Systems Administration Services Data. In the case of Maintenance Services and Systems Administration Services, upon (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract, or (iii) the

request of the House or the Client at any time, the Contractor must immediately provide a copy of any and all of the Client's password data. The Contractor must remediate any problems associated with the transfer of password data at no additional cost the House or the Client. The Contractor must provide a copy of such data within two (2) days from the date of the written request, expiration or termination. Material requested pursuant to clause (iii) of this subsection shall be provided to the requester. Material provided pursuant to clauses (i) or (ii) of this subsection shall be made to the Client and House contacts specified in Section 4 of the appropriate Client Work Order.

- d. Transfer of Technology Services Software. With respect to any Technology Services Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall license such Technology Services Software to the Client for use in the continued performance of the Technology Services at no additional cost to the Client or the House.
- e. Transfer of Third Party Software. With respect to Third Party Software used by the Contractor in connection with the performance of the Technology Services that are subject to Transfer Services, the Contractor shall, on the request of the House, assign its licenses of such Third Party Software to the Client, provided that: (i) the Contractor shall have the right to assign such licenses; and (ii) the Client shall assume all future contractual responsibility and liability under such licenses, including payment of future license fees, maintenance fees and other charges. In connection with any license transfer under the Contract, the Contractor shall pay any fees associated with the transfer of such license, unless otherwise set forth in a Client Work Order.
- f. Continuation of Technology Services. The Contractor acknowledges that the provision of Technology Services is critical to the business and operations of the Client. Accordingly, in the event of (i) the expiration or termination of a Client Work Order, (ii) the termination of the Contract; or (iii) a request for Transfer Services, or (iv) a fee dispute between the Client and the Contractor pursuant to which the Client in good faith believes it is entitled to delay or deny payment of the disputed amount or for which either party in good faith believes payment is due: (A) the Client shall continue to pay the Contractor undisputed amounts; and (B) the Contractor shall continue to make the Client's Technology Service(s) available until the Client is able to replace the Technology Service(s) provided by the Contractor. If applicable, the Client will continue to be responsible for ongoing support fees that were in effect before the termination or completion of a Client Work Order.

17.0 Standards

- a. General. The Contractor and its officers, employees and agents, and all Work Product provided to the Client or the House by the Contractor and its officers, employees and agents shall comply with the following standards and requirements, as updated from time to time during the term of the Contract, including but not limited to:
 - i. rules and regulations of the House and the *House Ethics Manual*;

- ii. the *Members' Congressional Handbook* and the *Committees' Congressional Handbook* (whichever may be applicable);
 - iii. the Committee on House Administration Congress Transition Policies;
 - iv. the *Vendor Management Policy on Significant Changes*;
 - v. the applicable standards listed in the SOW (including the service hours and place of performance standards set forth in Section 10.0 and the response and resolution times set forth in Section 11.0);
 - vi. the *United States House of Representatives Standards for New Purchases of Computer-Related Equipment*;
 - vii. the *United States House of Representatives Information Security Publication – Security Guidelines for Constituent Relationship Management (CRM) Systems* (HISPUB 007.1.59) and any other applicable policies, publications, checklists or standards issued by the Security Office;
 - ix. any applicable policies or regulations issued by the Committee on House Administration; and
 - x. the *Vendor Management Policy for Management of Contractor Access to House Resources*.
- b. Additional Standards for CMS Contractors. If the Contractor is providing CMS Services, the Contractor and its officers, employees and agents, and all Work Product provided to the Client and the House shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:
- i. the House's correspondence management system evaluation process documents (*CMS Full Evaluation Process*, *CMS Partial Evaluation Process* and *CMS In-Office Evaluation Process*);
 - ii. the *House XML Tag Set*;
 - iii. the *Basic and Advanced Features for House Correspondence Management Systems*;
 - iv. the *House Information Resources CMS Data Interchange Standard*; and
 - v. the House.API standards.
- c. Additional Standards for Maintenance Contractors. If the Contractor is providing Maintenance Services, all Work Product provided by the Contractor and its officers,

employees and agents shall comply with the following standards, as updated from time to time during the term of the Contract, including but not limited to:

- i. the *United States House of Representatives Minimum Standards for Supported Equipment*; and
 - ii. the *United States House of Representatives Supported Software List*.
- d. Additional Standards for Systems Administration Services Contractors. If the Contractor is providing Systems Administration Services, all Work Product provided by the Contractor and its officers, employees and agents shall comply with the following standards, as updated from time to time during the terms of the Contract, including but not limited to:
- i. the *United States House of Representatives Minimum Standards for Supported Equipment*;
 - ii. the *United States House of Representatives Supported Software List*; and
 - iii. the *United States House of Representatives Information Security Policy for Wireless Handheld Devices (HISPOL 008.0)*.
- e. Changes in Standards Issued by the House. The House shall provide reasonable notice to the Contractor of changes in the standards that are issued by the House listed in this Section 17.0, except for changes the House's Information Security Officer must make in exigent circumstances. Changes in the standards that are issued by the House listed in this Section 17.0 will take effect immediately or as they themselves provide. Changes the House's Information Security Officer must make in exigent circumstances shall take effect immediately and the House shall provide reasonable notice to the Contractor of those changes after they take effect.

18.0 Significant Changes

The Contractor and the House must comply with the *Vendor Management Policy on Significant Changes*, including any updates thereto by the House, during the term of the Contract. No Significant Change may be implemented without prior written notification to and prior written approval from the House. The Contractor acknowledges and understands that upon notification to and approval from the House of any Significant Change, the Contractor may be required, at the sole discretion of the House, to enter into an amendment or modification with the House to modify the Contract to reflect such change before the Significant Change can be implemented.

19.0 Confidentiality

- a. General. During the term of the Contract, Contractor must not disclose to any other person or entity any "Confidential Information" obtained from the House or in

connection with delivery of the Technology Services. “Confidential Information” means (i) all information related to the Contract, the House, the Client, the CAO, and all information collected, processed or otherwise accessed by Contractor in performing under the Contract, and any data or information collected in connection with delivery of the Technology Services, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House, the Client and/or the CAO. Confidential Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, (C) legally obtained from a third party, or (D) required to be disclosed under applicable law, regulation or final order of any governmental or regulatory authority or court having jurisdiction over Contractor, the House or the Client, but only to the extent of such requirement (in which case Contractor shall (1) give prompt notice to the House and the Client, describing in reasonable specificity and detail all Confidential Information to be disclosed and all relevant circumstances with respect to such disclosure, to enable the House to take any appropriate action in order to limit such required disclosure, and (2) provide all reasonable cooperation to the House in connection with any such action).

- b. Non-Use and Non-Disclosure of Confidential Information. Contractor shall not, except as required by judicial order or governmental laws or regulations, during or subsequent to the term of the Contract (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the House and/or the Client. Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Contracting Officer. Contractor shall notify the COR and the Client immediately in the event of any loss of or unauthorized access to Confidential Information, and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information.
- c. Return of Confidential Information. Upon the request of the House and/or the Client, or in any event promptly upon the termination of the Contract (or the applicable Client Work Order), all Confidential Information made available hereunder, including copies thereof, shall be returned or, if directed or permitted by the House and/or the Client, destroyed, and Contractor shall certify that it does not retain such Confidential Information.

20.0 Media Sanitization

- a. Definitions. The definitions of “destroying” and “purging” as used in this Section 20.0 shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology’s Guidelines for Media Sanitization*. “Purging” shall include degaussing, when applicable.

- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House or the Client for any purpose (including deinstall/reinstall, repair or parts replacement, troubleshooting or staging), Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House or the Client, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in Contractor's possession and control at all times; (ii) any distribution of such equipment and media by Contractor to third parties for maintenance is limited to vendors (A) authorized by Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information (as defined below), and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.
- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House or the Client, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in Contractor's possession and control at all times; (ii) any distribution of such equipment and media by Contractor to third parties for maintenance is limited to vendors (A) authorized by Contractor in a contractual arrangement that provides for the confidentiality of any Information (as defined below), and (B) with a clearly defined need to access the information; (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iv) for internal and external hard drives, server hard drives and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed; and (v) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

21.0 Remedies

- a. General. If the Contractor fails to comply with (i) the Contract, (ii) a Client Work Order, (iii) policies, rules and regulations of the House, or (iv) take the necessary action to ensure future performance in compliance with any of (i) to (iii) in this Section 21.0(a), the House or the Client may, in addition to any other remedies specified in this Contract, or available under applicable law, delay or deny payment to the Contractor. The CO may also require the Contractor to compensate the Client or the House for any costs incurred by the House or Client in ensuring that the work is performed in compliance with the Contract, either by requiring the Contractor to arrange for a

replacement of the Contractor to perform the services at no additional cost to the House or the Client, or by acquiring such services from another contractor in compliance with the Contract and charging the difference to the Contractor.

- b. Additional Remedies. If the House determines that the Contractor has not complied with any of (a)(i)-(v) in Section 21.0(a) of the Statement of Work, the House may (in addition to any other remedies herein, including those specified in the Contract clauses or available under law):
 - i. prohibit or otherwise limit the Contractor from soliciting or providing Technology Services to any clients at the House outside of the Contractor's existing clients for Technology Services;
 - ii. prohibit or otherwise limit the Contractor from marketing or demonstrating Technology Services and products to any clients at the House outside of the Contractor's existing clients for Technology Services;
 - iii. disqualify the Contractor temporarily from future contracts with the House relating to Technology Services or non-Technology Services and/or subcontracting approved by the House, in full or in part, in accordance with the suspension provisions of the *Procurement Instructions for the U.S. House of Representatives*; and/or
 - iv. exclude the Contractor from future contracts with the House relating to Technology Services or non-Technology Services and/or subcontracting approved by the House, in full or in part, in accordance with the debarment provisions of the *Procurement Instructions for the U.S. House of Representatives*.

22.0 Miscellaneous

- a. Automatic Termination of Idle Contractors. If the Contractor has not entered into a fully executed Client Work Order within (i) twelve (12) months after the execution date of the Contract, or (ii) twelve (12) months after an anniversary date of the execution date of the Contract, the Contract shall automatically terminate without written notice.

23.0 Additional Security Requirements

- a. Outsourcing (Contractor facility/Contractor equipment/Contractor staff) of systems or network operations, telecommunications services, or other managed services requires assessments and authorizations of the Contractor's systems in accordance with NIST Special Publication 800-37 and a privacy impact assessment of the Contractor's systems prior to operation of the systems. At the conclusion of the assessment and authorization of the Contractor's information system(s), the Contractor must authorize and provide a copy of the final authorization letter (as part of the final authorization package) to the House. The final authorization package, to include the security assessment report, system security plan, and authorization letter is due to the House within 120 days of the issuance of the contract or modification of the existing contract for review and/or

acceptance under reciprocity. After review of the authorization package, if the House does not accept the authorization package as meeting the information security requirements, the House can terminate the contract or issue guidance to the Contractor which will allow them to meet compliance. The Contractor shall maintain assessments and authorizations at least every three years and provide copies of the authorization package to the House at least every three years as well for review and/or acceptance. House-owned (House facility/House equipment) Contractor-operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding which details what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to House networks.

- b. House information shall be segregated from any non-House data on the Contractors/subcontractors information systems/media storage systems in order to ensure House requirements related to data protection and media sanitization can be met.
- c. The information of a House office shall be segregated from the data of any other House office on the Contractors/subcontractors information systems/media storage systems in order to ensure House requirements related to data protection and media sanitization can be met.
- d. Contractor shall store, transport and transmit all Confidential Information in an encrypted form, using a House-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard.
- e. Notwithstanding Section 19.0(b) of this Statement of Work, the Contractor shall not release records with Personally Identifiable Information protected by the Privacy Act under any circumstances, except in response to a court order. Whenever the Contractor receives a court order or a request to release records with Personally Identifiable Information protected by the Privacy Act, the Contractor shall notify the COR within 24 hours.
- f. Contractor shall maintain policies, standards, and practices reasonably designed to protect the confidentiality, integrity, and availability of Contractor's and the House's confidential information and shall provide them to the COR annually and also within 30 calendar days of making a change to any of the policies, standards, or practices.
- g. All House information on Contractor's information systems and all data storage associated with Contractor's work under the contract will be encrypted at rest. To the extent Contractor uses a subcontractor; Contractor will ensure that such subcontractor also encrypts all House information at rest.
- h. All storage media used within non-House owned information systems that are used to store, process, or access House confidential information shall have all House confidential information removed, cleared, sanitized, or destroyed in accordance with

House policies (including the House Media Protection Policy) upon: (1) completion or termination of the contract or (2) disposal or return of the storage media by the Contractor or any person acting on behalf of the Contractor, whichever is earlier.

- i. For information systems that are hosted, operated, maintained, or used on behalf of the House at non-House facilities, Contractors are fully responsible and accountable for ensuring compliance with applicable Privacy Act, NIST, FIPS, SP, and House security and privacy directives and handbooks . The Contractor security control procedures shall be identical, not equivalent, to those procedures used to secure House systems. A privacy impact assessment (PIA) shall also be provided to the COR and approved prior to operational approval. All external Internet connections involving non-House information systems shall be reviewed and approved by House prior to implementation.
- j. Security Incident Investigation
 - i. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to House assets, or confidential information, or an action that breaches House security procedures. Even if outside regular business hours, the Contractor shall immediately (within one (1) hour of first becoming aware) notify the COR and simultaneously, the designated Information System Security Officer (ISSO) at INFOSEC@mail.house.gov, of any known or suspected security/privacy incidents, or any unauthorized disclosure of confidential information, including that contained in system(s) to which the Contractor has access.
 - ii. To the extent known by the Contractor, the Contractor’s notice to House of a security incident will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the House information/assets were placed at risk or compromised), and any other information that the Contractor considers relevant.
 - iii. The Contractor, its employees, and its subcontractors and their employees will cooperate with House and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor shall cooperate with House in any civil litigation to recover House information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to the incident.
 - iv. The House shall have the right to participate in any investigation conducted by (or initiated) by the Contractor relating to a suspected or actual breach and, pursuant to such an investigation. The House shall also have access to any and all related data including but not limited to affected files, systems, briefings, devices (including hard drives), and interim as well as final reports and analyses.

- v. To the extent practicable, the Contractor shall mitigate any harmful effects on individuals whose House information was accessed or disclosed in a security incident. In the event of a data breach with respect to any House Confidential Information processed or maintained by the Contractor or subcontractor under the contract, the Contractor is responsible for consequential damages to be paid to House.