

EXHIBIT A

**FORM OF NON-DISCLOSURE AGREEMENT
(Web Vendors)**

This Non-Disclosure Agreement (this “**Agreement**”), dated as of _____, 20__ , is made by and between _____ (the “**Company**”) and The Office of the Chief Administrative Officer of the U.S. House of Representatives (the “**CAO**”). The Company is a prospective offeror of web services to one or more offices within the U.S. House of Representatives (the “**House**”). As the contracting officer of the House, the CAO agrees to make available to the Company certain non-public, confidential and proprietary information about the House.

“Confidential Information” means any information disclosed to the Company by the CAO or the House, including, but not limited to: (1) security practices, operational information, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, hardware configuration information, processes, products, product plans, research, services, specifications, software, source code and trade secrets; and (2) any other information designated (orally or in writing) as “confidential,” “proprietary” or of such nature that a reasonable person would understand such information to be confidential to the CAO or the House.

The Company agrees that hereafter it shall (a) treat all Confidential Information confidentially, and (b) use the Confidential Information solely for the purpose of evaluating the possible procurement of web services (and, if such procurement is made, for the purpose of performing such web services). The Company further agrees to require each of its employees and agents to sign a form that would bind them in writing to protect the confidentiality of such Confidential Information. All documents containing Confidential Information and all copies thereof shall be promptly returned to the CAO upon the CAO’s request.

The Company understands that the CAO may seek any remedy available to it to ensure compliance with this Agreement, including, but not limited to, application for a court order prohibiting the disclosure of Confidential Information and/or disqualification from the solicitation and contracting process. The Company agrees that if the terms and conditions of this Agreement are violated, the Company and its employees and agents may be subject to administrative, civil or criminal action.

**THE OFFICE OF THE CHIEF
ADMINISTRATIVE OFFICER OF
THE U.S. HOUSE OF REPRESENTATIVES**

COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT B

**FORM OF VENDOR BACKGROUND CERTIFICATION
(Web Vendors)**

I. CURRENT BACKGROUND

The Vendor hereby certifies that the following is true information about the Vendor:

- A. Legal Name: _____
- B. Address: _____
- C. Phone number: _____
- D. Fax number: _____
- E. Email address: _____
- F. Web address: _____
- G. Authorized point of contact and title: _____
- H. Name(s) of principal officer(s): _____

- I. Employer Identification Number (EIN), if registered: _____
- J. DUNS or DUNS+4 Number (if registered): _____
- K. CAGE or NCAGE Code (if registered): _____
- L. Location(s) Vendor is authorized to do business in: _____

II. CONDUCT

The Vendor hereby certifies that the following is true information about the Vendor and its owners, directors, and principal officers:

- A. has been barred or suspended for an award of a federal, state or local government contract or subcontract.
 Yes No If Yes, please attach explanation.
- B. has been listed with Exclusions in the System for Award Management (<https://www.sam.gov>).
 Yes No If Yes, please attach explanation.
- C. has been convicted of or had a civil judgment rendered against it, within a five-year period preceding the date of this Agreement, for the:
 - 1. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any contract or subcontract;
 Yes No If Yes, please attach explanation.
 - 2. violation of a confidentiality agreement or intellectual property laws; or
 Yes No If Yes, please attach explanation.
 - 3. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 Yes No If Yes, please attach explanation.
- D. a “foreign principal” or an “agent of a foreign principal” (as defined in §1 of the Foreign Agents Registration Act of 1938, 22 U.S.C. §611)¹ is either (1) a principal

¹ Section 1(b)-(c) of the Foreign Agents Registration Act of 1938 provides that:

officer of the vendor; or (2) owns a 5% (or greater) interest in the Vendor.

Yes No If Yes, please attach explanation.

E. is not in good standing in any state where vendor is (or was) licensed to do business.

Yes No If Yes, please attach explanation.

III. PREVIOUS APPLICATIONS

A. Has the Vendor (or a predecessor, subsidiary, or otherwise affiliated entity) previously applied to be authorized to provide Web Services to offices of the House?

Yes No If Yes, please attach explanation.

B. Have any of the Vendor's owners, directors, or principal officers served as an owner, director, or principal officer of any other entity that applied to be authorized to provide Web Services to offices of the House while they held such position?

Yes No If Yes, please attach explanation.

IV. SUBSEQUENT CHANGES

In the event that any information provided in this form of Vendor Background Certification ceases to be accurate or changes, the Vendor will notify the CAO no later than five (5) business days after such change.

(b) The term "foreign principal" includes -

(1) a government of a foreign country and a foreign political party;

(2) a person outside of the United States, unless it is established that such person is an individual and a citizen of and domiciled within the United States, or that such person is not an individual and is organized under or created by the laws of the United States or of any State or other place subject to the jurisdiction of the United States and has its principal place of business within the United States; and

(3) a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country.

(c) Except [sic.] as provided in subsection (d) of this section, the term "agent of a foreign principal" means -

(1) any person who acts as an agent, representative, employee, or servant, or any person who acts in any other capacity at the order, request, or under the direction or control, of a foreign principal or of a person any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign principal, and who directly or through any other person -

(i) engages within the United States in political activities for or in the interests of such foreign principal;

(ii) acts within the United States as a public relations counsel, publicity agent, information-service employee or political consultant for or in the interests of such foreign principal;

(iii) within the United States solicits, collects, disburses, or dispenses contributions, loans, money, or other things of value for or in the interest of such foreign principal; or

(iv) within the United States represents the interests of such foreign principal before any agency or official of the Government of the United States; and

(2) any person who agrees, consents, assumes or purports to act as, or who is or holds himself out to be, whether or not pursuant to contractual relationship, an agent of a foreign principal as defined in clause (1) of this subsection.