

Vendor Management Policy on Significant Changes

All Contractors providing correspondence management system services (“CMS Services”), computer hardware maintenance services (“Maintenance Services”) and/or systems administration support services (“Systems Administration Services”) (collectively, “Technology Services”) to Members, committees and leadership offices (each, a “Client”) must provide prior written notification to and obtain prior written consent from the Contracting Officer’s Representative (the “COR”) of any Significant Change.

A Significant Change shall not be implemented without the prior written approval of the COR. Upon notification to and approval from the CAO of any Significant Change, the Contractor may be required, at the sole discretion of the CAO, to enter into an amendment or modification with the CAO to modify the Technology Services Contract, by and between the Contractor and the CAO, to reflect such change before the Significant Change can be implemented.

If a Contractor providing Technology Services to a Client fails to comply with this Vendor Management Policy on Significant Changes, the Office of the Chief Administrative Officer of the U.S. House of Representatives (the “CAO”) or the Client may delay or deny payment to such Contractor in accordance with the contract (a) between the Contractor and the CAO, or (b) between the Contractor and the Client.

A Significant Change shall be defined as the following:

- I. In the case of CMS Services:
 - a. any (i) feature changes; (ii) feature updates; (iii) new features; (iv) software changes; (v) changes in a support plan; (vi) changes in pricing or a pricing list; (vii) changes in a marketing campaign or marketing literature; (viii) additional services offered beyond those required in the U.S. House of Representatives Technology Services Statement of Work; (ix) arrangement between vendors for the purpose of selling, providing or delivering another Contractor’s Technology Services; (x) assignment of any of the Contractor’s rights, interests and obligations under a contract involving Technology Services with the CAO or a Client; or (xi) sale or transfer of ownership to a third party of (A) all or substantially all of the assets of the Contractor or its successors or assigns, or (B) sufficient stock of the Contractor to its successors to effect a change in control of the Contractor or its successors or assigns.

Any feature or software changes referenced in this Section may be submitted online through the relevant intranet page on HouseNet.

- II. In the case of Maintenance Services:
 - a. any (i) changes in a support plan; (ii) changes in pricing or a pricing list; (iii) changes in a marketing campaign or marketing literature; (iv) additional services offered beyond

those required in the U.S. House of Representatives Technology Services Statement of Work; (v) arrangement between Contractors for the purpose of selling, providing or delivering another Contractor's Technology Services; (vi) assignment of any of the Contractor's rights, interests and obligations under a contract involving Technology Services with the CAO or a Client; or (vii) sale or transfer of ownership to a third party of (A) all or substantially all of the assets of the Contractor or its successors or assigns, or (B) sufficient stock of the Contractor to its successors to effect a change in control of the Contractor or its successors or assigns.

III. In the case of Systems Administration Services:

- a. any (i) changes in a support plan; (ii) changes in pricing or a pricing list; (iii) changes in a marketing campaign or marketing literature; (iv) additional services offered beyond those required in the U.S. House of Representatives Technology Services Statement of Work; (v) arrangement between Contractors for the purpose of selling, providing or delivering another Contractor's Technology Services; (vi) assignment of any of the Contractor's rights, interests and obligations under a contract involving Technology Services with the CAO or a Client; or (vii) sale or transfer of ownership to a third party of (A) all or substantially all of the assets of the Contractor or its successors or assigns, or (B) sufficient stock of the Contractor to its successors to effect a change in control of the Contractor or its successors or assigns.